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Hampshire *vs* Anno Regni Georgii Tertii Regis
Magna Britannia Francia &
Hibernia Undecimo

At his Majestys inferiour court
of common pleas holden at Northampton
within and for the County of Hampshire
on the second tuesday of Novemb^r being
the thirtieth day of 3^d month
Anno Domini 1770

Present

Israel Williams Esq^r
Oliver Partridge Esq^r
Timothy Dwight j^r Esq^r
Thomas Williams Esq^r

Jury of Trials
Edward Chapin j^r
John Miller
Joseph Cook
Elihu Clark
Thomas Machins
Elihu White
Josiah Parks
Joseph Bradman
Benj^r Hastings j^r
Moses Edwards
William Page j^r
Elihu Flannum j^r
Jury had no fault

David Hoit
North Simon Lyman
Wm Benj^r Phillips
Hd Oliver Smith
*These j^rs were returned
and were dismissed*

Isaac Davis of Greenwich in the County of Hampshire
Yeoman Plt *vs* Timothy Hinds of S^d Greenwich Yeoman Deft.
In a plea of Trespass &c as on Record of last term, the Parties
appear and the Referees to whom the case was submitted now
return their Award which is as follows viz that having fully
heard the said Parties, being present with their several Pleas
Proofs and Allegations do Award Order and judge that the
S^d Timothy Hinds pay unto the S^d Isaac Davis the sum of
three pounds five shillings money, and Cost of Courts and
Cost of this Reference Taxe by them at ten pounds six shillings
and nine pence two farthings. Therefore it is considered by
this Court that the S^d Isaac do recover against the S^d Timothy
three pounds five shillings damages and thirteen pounds sixteen
shillings and nine pence two farthings allowed him at his
request for Cost of Court and Reference, and thereof may have Ex
Ex^{ca} 18th Jan^y 1770

Edward East of Greenfield in the County of Hampshire Yeoman
Plt *vs* Aaron Denio of S^d Greenfield Inhabitant Deft, in a plea
of the Case &c as on Record of last term the Parties being
called do not appear (the Plt being dead)

Babcock } Amos Babcock of Branford in the County of New Haven and
vs } Colony of Connecticut Yeoman Ptt vs Barzillai Markham
Markham } of Westford in the County of Worcester Yeoman Dft
in a plea of the case &c as on record of last term the s^d Amos
Babcock being three times publicly called is non suit and likewise
the s^d Markham defaulted

Wells } Elijah Wells of Conway in the County of Hampshire Yeoman Ptt.
vs } or Chileab Smith Jun^r of Ashfield in the same County Yeoman Dft.
Smith } in a plea of trespass &c as on record of the last Term - These Parties
to wit the Ptt. by Simeon Strong Esq and the Dft. by Joseph Hawley Esq
their respective Attornies come here and humbly move for a further
continuance of the aforesaid Action and it is granted them, and
they the said Elijah and Chileab have a further day before the Lord
the thing here until the second Tuesday of February next following
the said second Tuesday of November aforesaid

Fowler } Biddad Fowler of Westfield in the County of Hampshire
vs } Yeoman Ptt vs Joseph Barker of s^d Westfield Yeoman Dft.
Barker } in a plea of the case &c as on record of the last Term
the s^d Parties to wit the Ptt. by Justin Ely gent, and
the Dft. by John Phelps gent, their respective Attornies
come here and refer this case and all other demands
to the final determination and award of Doct^r Samuel
Mather esq^r John Ingersoll and Mr Aaron King
all of s^d Westfield or any two of them (Arbitrators originally
elected by the s^d Parties) to be made upon the premises
and referred into the s^d Court as soon as may be &c
and accordingly they have a further day before the Lord
the thing there until the second Tuesday of Feby next

Fowler } Biddad Fowler of Westfield in the County of Hampshire
vs } Yeoman Ptt vs Constantine Noble of Sheffield in s^d County
Noble } of Berkshire Yeoman Dft, in a plea of the case &c
as on record of the last Term, the s^d Biddad appears by
Justin Ely gent, his att, and the s^d Constantine tho thro
times publicly called doth not come into Court but
makes default of appearance here, therefore it is considered
by the Court that the s^d Biddad do recover against the
s^d Constantine the sum of ten pounds six shillings and
six pence two farthings ^{lawful money} Damages and two pounds one shil-
ling and two pence ^{lawful money} Cost of Suit and hereof
May have Execution. - - - Ex id Feby 14th 1771

Howard } Silas Howard of Newfanaan in the County of Albany and
Goodrich } Colony of New York Yeoman Ptt, vs Silas Goodrich of
N^o 1 } Richmond in the County of Berkshire Yeoman Dft,
in a plea of the case for that the s^d Silas Goodrich
at Northampton in the County of Hampshire

on the fifth day of Feby Anno Domini 1770 by his Note of that date for Value reciev^d promised the s^d Silas Howard to pay him two pounds five Shillings lawful Money on demand and with lawful Interest till paid, yet the s^d Silas Goodrich the often thereto requested hath never paid the same sum nor any part thereof but he always hath hitherto neglected, and still doth unjustly neglect and refuse to fulfill his s^d promise, to the damage of the s^d Silas Howard the sum of three pounds, the Plt appears by Mark Hopkins Esq^r his Att, and the s^d Silas Goodrich the three times publicly called makes default of appearance here, therefore it is considered by this Court that the s^d Silas Howard do recover against the s^d Silas Goodrich the sum of two pounds seven Shillings and one penny lawful money damages, and cost of suit tax at two pounds six Shillings and eight pence and thereof may have Ex &c
Ex is second jany 1771

Daniel Whaples of Wetherfield in the County of Hartford and Colony of Connecticut Yeoman Plt vs Festus Drake of Stockbridge in the County of Berkshire Yeoman Deft, in a plea of the Case for that the s^d Festus at Northampton in the County of Hampshire on the fourth day of October Anno Domini 1769 by his Note of that date for Value reciev^d promised the s^d Daniel to pay him the sum of twelve pounds lawful Money on the first day of April then next ensuing the date of s^d Note with Interest till paid, yet the said Festus the often thereto requested (and the the s^d first day of April is long since past) hath never paid the same sum nor any part thereof but he always hitherto hath neglected and still doth unjustly neglect and refuse to fulfill his s^d promise, to the damage of the s^d Daniel the sum of sixteen pounds, the Plt, appears by Mark Hopkins Esq^r his Att, and the s^d Festus the three times publicly called makes default of appearance in Court, therefore it is considered by this Court that the s^d Daniel do recover against the s^d Festus the sum of twelve pounds sixteen Shillings and one penny lawful Money damages and cost of suit Tax at two pounds eight Shillings and three pence and thereof Ex &c
Ex is 13 Feby 1771

Thathron Upham of Brookfield in the County of Worcester Gentlewoman Plt vs William Baxter of Greenwich in the County of Hampshire Yeoman Deft

Whaples
vs
Drake
No 2

Upham
vs
Baxter
No 3

Upham
vs
Baker
No 3

In a plea of the case for that the ^d William at Northampton
in the County of Hampshire on the fifteenth day of May
1766 by his Note of ^d date for Value received promised
^d Hathorn to pay her or her Order two pounds twelve shil-
lings and ten pence lawful Money in Decem^r then next
with lawful interest till paid yet ^d William the often
requested hath never paid the same nor any part thereof
but unjustly neglects it to the damage of the ^d Hathorn
nine pounds the Plt appears by Samuel Bernard Gent
and the ^d William the three times publicly called
makes default of appearance here, therefore it is considered
by this Court that the ^d Hathorn do recover against
the ^d William the sum of three pounds seven shillings
and two farthings lawful Money damages and cost of
suit taxed at ~~one~~ ^{sixteen} pence ~~and~~ ^{and} three pence
after all this the ^d William by Simon Strong Esq^r
his Att comes here and appeals from the Judgment
of this Court to the Superior Court ^{of Judicature} to be holden at
Northampton within and for the County of Hampshire
on the ~~fourth~~ ^{last} day of ~~April~~ ^{April} next and
he recognizes with Sureties as the Law directs for the ^d
William prosecuting the same with effect as by the
recognizance ^{on} file appears

Reid
vs
Doty
No 4

David Reid of Broomfield in the County of Worcester
Yeoman Plt vs Theodoras Doty of Ware in the County
of Hampshire Yeoman Deft, in a plea of the case for
that ^d Theodoras on the twenty eighth day of April
last past by his Note for Value received promised ^d David
to pay him fifteen pounds lawful Money by the first
day of Octob^r then next with Interest till paid yet
the ^d Theodoras the often requested hath never paid
the same nor any part thereof but unjustly neglects it
to the damage of the ^d David twenty pounds, the Plt
appears by Samuel Bernard Gent and the ^d Theodoras
the three times publicly called makes default of
appearance here, therefore it is considered by this Court
that the ^d David do recover against the ^d Theodoras
the sum of fifteen pounds nine shillings and eight
pence lawful money damages and cost of suit taxed
at one pound twenty shillings and two pence
after all this the ^d Theodoras by Simon Strong Esq^r

his Att, comes there and appeals from the judgment of this Court to the Superior Court of Judicature &c. to be holden at ^{Northampton} ~~Exeter~~ in and for the County of Devonshire ^{April} on the ~~fourth~~ ^{fourth} day of September next and he recognises with Curia as the Law directs for the ~~D Theodore~~ prosecuting the same with effect as by ~~D recognizance~~ on file appears

William Goolley of Granville in the County of Hampshire ^{Goolley}
 Yeoman Plt Jos Aaron Smith of ^{Princeshill} ~~Princeshill~~ in Devonshire ^{Smith}
 Deft in a plea of the Case for that the ~~D Aaron~~ at ~~Granville~~ ^{Granville} on the twenty second day of September 1767
 by his Note of that date for value received promised ~~D William~~
 to pay him the sum of eight pounds and fourteen shillings
 in Wheat and great Cattle at the house or store of Mr
 Eliza Parks in Westfield the first day of May then next
 at the Market price &c as per Writ on file yet the said
 Aaron the often requested hath not performed his ~~D promise~~
 but hath and still doth unjustly neglect and refuse to do so
 to the damage of the ~~D William~~ twelve pounds
 the Plt appears by John Phelps Gent, his Att and the
~~D Aaron~~ the three times publicly called makes default
 of appearance here, therefore it is considered by this Court
 that the ~~D William~~ ~~D recover~~ against the ~~D Aaron~~ the
 sum of eight pounds nineteen shillings and six pence
 two farthings lawful Money damages and cost of his
 tax at one pound fifteen shillings and ten pence and
 thereof may have Ex. &c. Ex. is ~~D~~ 3 April 1771

Mark Noble of Westfield in the County of Hampshire Yeoman ^{Noble}
 Plt vs John Tucker of Northampton in the County of North-
 amptonshire Yeoman Deft, in a plea of the Case for that the said
 John at Northampton in the County of Hampshire on
 the twenty seventh day of September 1767 by his Note
 of that date for Value received promised the ~~D Mark~~ to
 pay him ten pounds lawful Money in Wks or great Cattle
 at the Appraisal of indifferent persons &c by the first
 day of September then next with Interest till paid &c
 as per Writ on file yet the ~~D John~~ the often requested
 hath not performed his ~~D promise~~ but he wholly neglects
 it to the damage of the ~~D Mark~~ twelve pounds
 the Plt appears by John Phelps ^{gent} his Att and the said
 John the three times publicly called makes default
 of appearance here, therefore it is considered by this

Noble
vs
Tucker
No 6 } this court that the ^d Martha do recover against the
John the sum of ten pounds eleven shillings and seven
pence two farthings lawful money damages and cost
of suit taxed at two pounds three shillings and six
pence, and thereof may have Ex. ^{Ex is Dumb 26 1770}

Drake
vs
Tucker
No 7 } Moses Drake of Wistfield in the County of Hampshire
Gent, Plt vs John Tucker of Stockbridge in the
County of Berkshire Geman Deft in a plea of the case
for that the ^d John at Northampton in the County
of Hampshire on the twenty seventh day of November
1769 by his note of that date for value received
promised to pay him the sum of ten pounds lawful
money in horses or neat cattle &c. as is writ on file
which he hath never paid to the damage of the ^d Moses
the sum of twelve pounds, the Plt appears as John -
Phelps Gent his Att and the ^d John the Executives pub-
licly called makes default of appearance here -
therefore it is considered by this court that the ^d Moses
do recover against the ^d John the sum of ten pounds
Eleven Shillings and seven pence two farthings lawful mo-
ney damages and cost of suit ^{taxed at two pounds one shilling & six pence} and thereof may have
this Execution - ^{Ex is Janry 26 1771}

Phelps
vs
Prugg
No 8 } John Phelps of Wistfield in the County of Hampshire
Gent, Plt vs John Prugg of Southwold in ^d County
Geman Deft in a plea of the case for that the ^d Prugg
at ^d Springfield on the fifteenth day of May last past
by his Note of that Date for value received promised the
said Phelps to pay him or order the sum of one pound three
ten shillings and six pence lawful money on demand
with interest till paid, and also for that the ^d John
Prugg afterwards on the same day at ^d Springfield by
his other Note of that date for value received promised
the ^d John Phelps to pay him or order the sum of
nineteen shillings and six pence lawful money on
demand with interest till paid yet the ^d Prugg
the often requested thereto hath never performed either
of his promises made as aforesaid but he hath and
will still deliberately neglect and refuse to do it, to the
damage of the ^d John Phelps the sum of five pounds, the
Plt in his proper person appears, and the ^d Prugg

the three times publicly called makes default of appearance here
therefore it is considered by this Court that the said Phelps do
recover against the said Pragg the sum of two pounds fourteen
shillings and six pence lawful Money damages and cost
of suit taxed at one pound ten shillings and eight pence
and thereof he may have his Execution — Ex is 27th Novemb^r 1770

Silas Deane of Wetherfield in the County of Hartford and
Colony of Connecticut Gent Plt vs Benjamin Leonard jwr
of Springfield in the County of Hampshire Yeoman Deft
in a plea of the fact for that the said Benjamin at said
Northampton on the fifth day of August 1770 by his
Note of that date for value received promised the said Silas
to pay him or order the sum of nineteen pounds eighteen
shillings and one penny lawful Money on demand with
Interest till paid, yet the said Benjamin tho often thereto
requested hath not performed his said promise but he unjust
ly neglects it, to the damage of the said Silas the sum of
thirty pounds, the Plt appears by John Phelps Gent his
att and the said Benjamin the three times publicly
called makes default of appearance here — therefore it is
considered by this Court that the said Silas do recover
ag^t the said Benjamin the sum of twenty pounds four
shillings and seven pence lawful Money damages and
cost of suit, taxed at two pounds two shillings and five
pence and thereof he may have his Execution —
Ex is November 27th 1770 —

Deane
vs
Leonard
No 10

John Bates of Granville in the County of Hampshire
Yeoman Plt vs Ruben Sweatman Jr^r said Granville
Yeoman Deft, in a plea of trespass on the case for that
the said Ruben at said Granville on the eighth day of
December 1769 by his Note of that date for value
received promised the said John to pay him two pounds
and thirteen shillings as per writ on file &c — yet the
said Ruben tho often thereto requested hath never paid
the same but wholly neglects and refuses to do it, to
the damage of the said John four pounds the Plt
appears by John Phelps Gent his att, and the said
Ruben the three times publicly called makes default
of appearance here — therefore it is considered by this
Court that the said John do recover ag^t the said Ruben
the sum of two pounds fifteen shillings and ten pence damages
and his cost taxed at one pound 17/11 and thereof he may have his Ex
Ex is Novemb^r 27 1770

Bates
vs
Sweatman
No 11

Deane
vs
Hugg
No 12

Silas Deane of Wetherfield in the County of Marlford and
Colonel of Connecticut Gent, Plt vs John Hugg of South-
hampton in the County of Hampshire yeoman Deft in a
plea of the case for that the said John at Northamp-
ton on the fourth day of May A 1769 by his Note of
that date for Value received promised the said Silas to pay
him or Order the sum of twenty nine pounds twelve
shillings and three pence lawful Money on demand with
the lawful Interest till paid yet the said John tho often
thereunto requested hath not performed his said promise
but unjustly neglects and refuses to do it to the damage
of the said Silas the sum of forty pounds, the Plt ap-
pears by John Phelps Gent, his Att the Deft moves for a
continuance of the Action aforesaid and it is granted them and
the d^r Parties have a day before our Lord the King until
the 2^d tuesday of February next following the said 2^d tuesday
of November aforesaid

Ledyard
vs
Shepard
No 13

John Ledyard of Marlford in the County of Marlford
and Colonel of Connecticut Esq Plt vs Jonathan Shepard
of Wetherfield in the County of Hampshire yeoman Deft
in a plea of the case for that the said Jonathan at
Wetherfield on the ninth day of July A 1765 by his Note
of that date for Value received promised the Defendant
to pay him or Order the sum of six pounds nine
shillings and eight pence lawful Money worth of Gold
and Silver by the appraisal of Men by the first day
of November then next with Interest till paid
and afterwards at said Wetherfield on the same day aforesaid no
part of the contents of d^r Note having been paid to the
d^r Defendant he by an Indorsement on the back of d^r
Note with his own hand subscribed Indorsed the d^r
Note over to the said John and the said Defendant by
his d^r Indorsement directed and ordered the d^r Jonathan
to pay the contents of said Note to the d^r John which
he hath never done to the damage of the d^r John
the sum of nine pounds, the Plt appears by John
Phelps Gent his Att and the d^r Jonathan tho three
times publicly called makes default of appearance
therefore it is considered by this Court that the said
John do recover against the d^r Jonathan the sum of
seven pounds four shillings and Eleven pence lawful Money
damages and Cost of suit taxed at two pounds 1/9 and there
of the Court have their execution — Ox 8th Decemb^r 1770 —

Abel Meriman of Jonway in the County of Hampshire 5
 Plaintiff vs Aaron Howe of Jonway Smith Defendant in a plea of the case Meriman
vs
Howe
No 11
 for that the said Aaron at Jonway on the last day of July last
 past was indebted to the said Abel in the sum of five pounds
 four shillings and ten pence for sundry Articles of Book Account
 according to the Account annexed and then and there in consider-
 ation thereof the said Aaron promised the said Abel to pay
 him the same sum when he should be thereto requested, yet
 the said Aaron the often requested hath never paid the same
 but refuses to do it, to the damage of the said Abel the sum of
 seven pounds, the Plaintiff appears by William Billings Esq. his Att
 and the said Aaron the three times publicly called makes de-
 fault of appearance here, therefore it is considered by this
 Court that the said Abel do recover against the said Aaron the
 sum of five pounds four shillings and ten pence damages and
 Cost of suit taxed at two pounds two shillings, after all which
 at this time comes here the said Aaron by his Att. and appeals from
 the judgment of this Court to the Superior Court, to the holders
 Northampton within and for County of Hampshire, at
 Exeter, on the Tuesday next day of August next and he
 recognises with sureties at the Law directs for the said Aaron's
 prosecuting the same with effect as by the said recognisance
 on file appears

David Goodenough of Guilford in the County of Cumberland Goodenough
vs
Dalrymple
No 16
 in the Colony of New York Plaintiff vs Andrew Dalrymple
 of Warwick in the County of Hampshire Defendant in a plea of the case
 for that the said Andrew at Warwick on the nineteenth day of October
 last by his Note of Hand of that date for Value received promised to pay unto the said
 David Eleven pounds Eight Shillings lawful money on de-
 mand with lawful Interest till paid yet the said Andrew
 the often requested hath never paid the same but unjustly
 refuses to do it, to the damage of the said David the
 sum of fifteen pounds. the Plaintiff appears by Jonathan Whaley
 Esq. his Att and the said Andrew the three times publicly
 called makes default of appearance here - therefore it
 is considered by this Court that the said David do recover
 against the said Andrew the sum of nine pounds thirteen shil-
 lings and eight pence lawful money damages and
 Cost of suit, taxed at two pounds three shillings
 and one penny, and thereof he may have his Execution.
 Ex isd 22 Novr 1770

M^r Flister
vs
Taylor
No 17

James M^r Flister of Enfield in the County of Hampshire yeoman
Plt vs Oliver Taylor of South Madley in D^e County Yeoman
in a plea of the case for that the said Oliver at D^e South
Madley on the seventh day of May D 1767 by his Note of
that date for Value received promised to pay unto the said James
the sum of two pounds thirteen shillings and four pence lawful
Money with lawful Interest till paid, yet the said Oliver who
often thereto requested hath never paid D^e Note but neglects
to do it to the damage of the said James the sum of four
pounds, the Plt appears by Moses Bliss Esq^r his Att and the
D^e Oliver tho three times publicly called makes default of
appearance here, therefore it is considered by this Court
that the D^e James do recover ^{against} the D^e Oliver the sum
of three pounds four shillings and seven pence lawful Money
damages and cost of suit, taxed at one pound fourteen
shillings and four pence and thereof he may have his
Execution - Ex is 23 Jan^y 1771

Gov^r & Comp^y
of Connecticut
vs
Philips
No 18

Governor and Company of the Colony of Connecticut in New
England Plt vs James Philips of Springfield in the County
of Hampshire Yeoman Deft in a plea of the case for that
the D^e James at a place called Hartford do wit in Spring
field aforesaid on the 3^d day of November D 1767 by his
Note of that date for Value received promised D^e Governor
and Company to pay them or their Order lawfully five
pounds two shillings and two pence lawful Money by
the first day of May then next with lawful Interest till
paid yet D^e James who often requested hath not paid D^e
Governor & Company the same but neglects to do it, to
the damage of the D^e Governor & Company the sum of
thirty five pounds, the D^e Governor & Company appear by
Moses Bliss Esq^r their Att, and the D^e James tho three
times publicly called makes default of appearance here
therefore it is considered by this Court that the D^e Governor
and Company do recover against the D^e James the sum
of thirty pounds two shillings and eleven pence lawful
Money damages and cost of suit taxed at two pounds
nine shillings and thereof they may have their Ex-
Ex is 27 Nov^r 1770

Cyrmour
vs
Barbark et al
No 19

Thomas Cyrmour of Hartford in the County of Hartford
and Colony of Connecticut Esq^r Plt vs Timothy Bar-
bark yeoman and Timothy Barbark jun^r yeoman both

of Springfield in the County of Hampshire in a plea of Debt
for that they the ^d Timothy and Timothy jun at ^d Springfield
on the twenty sixth day of October 1768 by their ^{att} an.
der their Wards & seals well executed of that date bound them
selves unto the ^d Thomas in the sum of one hundred and
twenty pounds lawful money to be paid him the ^d Thomas
whenever after they should be thereto required yet they the ^d
Timothy and Timothy jun or either of them the often there
to requested have not paid said Thomas the same money
owing thereof but rather to have and still neglect to pay
him the same to the damage of the ^d Thomas the sum
of one hundred and twenty pounds, the Ptt appears by M^{rs}
Bliss Esq^r his att and the ^d Timothy & Timothy jun the
three times publickly called make default of appearance
here, therefore it is considered by this Court that the ^d
Thomas do recover of the ^d Timothy and Timothy jun the
sum of sixty eight pounds four shillings and seven pence
lawful money due and cost of suit taxed at two pounds
three shillings and seven pence, and thereof he may have writ
Ex ind 27th Nov 1770 —

John Morgan's Gent and Benjamin Tibbons the younger Esq^r
man both of Springfield in the County of Hampshire
Ptt, vs John Phelps of Westfield in ^d County Gent Execu
tor of the last Will and Testament of Sam^l Lamb late
of Springfield in ^d County yeoman deced^d Debt in
a plea of Covenant broken for that whereas at Springfield
afores on the 2 day of April 1754 he the ^d Lamb then
living by his certain debt well executed of the date afores,
for the sum of twelve pounds current money of this Province
conquained and sold unto the ^d John & Benjamin jointly one
Ac^r of Land lying in Springfield on the west side of the
great River and North side of Agawam River in a tract
of Land commonly called Abenonsick Neck being part
of a lot of Land containing forty acres granted to John
Harman late of ^d Springfield Deced^d of twenty one acres
being at the Southwardly end of ^d forty Acres & bounding on
^d Agawam River and running and extending from ^d River
so far Northward as to include and contain twenty one Acres
as afores and bounding on the Northwardly end thereof by a
line running East twenty five degrees North across ^d lot
to hold the same in fee simple &c as is writ and the ^d
John and Benjamin the Ptt in fact say that at the time
of the ^d Samuels Covenanting &c ^d Land was not free
and clear of all Dowries thirds &c but that one Mary
Lamb then the Wife of the ^d Lamb by Virtue of

Morgan
vs
Phelps
No 20

Morgan
vs
Phelps
No 20

of her Intermarriage with the ^d Saml she the ^d Mary had at
the time of executing the ^d Samuels Deed good and lawful
right and title of Dower in and unto the ^d Land if she should
outlive her ^d Husband, and the Plaintiffs further say that the
^d Mary in fact hath outlived her ^d Husband the ^d Samuel
and since his death she the ^d Mary by the name of Mary
Lamb of Springfield in ^d County Springfield, who was the Wife
of Samuel Lamb since late of ^d Springfield yeoman deceased
hath demanded by due force of Law her Dower there in and
before the Justices of our Inferiour Court of Common pleas
holden at ^d Springfield within and for the County of Hamp-
shire on the last Tuesday of August last past she the ^d Mary recovered
by the Considerations of our ^d Justices ^{judgments} against the ^d John
and Benjamin to have possession of one third part of ^d Land
by the name and description of a Tract of Land containing
Twenty one Acres with the Appurtenances part whereof is
Plowland and the remainder Wood land bounded Northward
on Thomas Taylors Land Eastward by on Timothy Dapys Land
Westward by on Agawam River Southward by on Saml Taylors
Land at a place called Athamun in the situated in Springfield
as aforesaid in the Possession of Jonathan Miller of ^d Spring-
field yeoman together with one pound seven shillings
and four pence Lawful Money for her Cost of Suit as
by ^d judgment of ^d Court manifestly appears, and afterwards
she the ^d Mary did out the Writ of Execution dated 20th of
September last by virtue whereof she the ^d Mary hath re-
ceived given her in due form of Law of the ^d part
of ^d Tract of Land so recovered as aforesaid by means of all
which the ^d Plaintiffs have not only been obliged to pay ^d
Costs recovered as aforesaid but have also wholly lost the use of
third part of ^d Land by means of all which the ^d Samuel
his Covenant aforesaid hath broken and the same hath not
kept to the damage of the ^d John and Benjamin the
sum of thirty pounds. The Alts appear by Oathes & Depo-
sitions that the ^d Phelps the three times publickly called
makes default of appearance here, therefore it is
considered by this Court that the ^d John & Benjamin
do recover against the ^d Phelps the ^{the Incumbent as aforesaid} Costs of twelve
pounds & eleven pence Lawful Money Damages and Cost of
suit taxed at one pound thirteen shillings and two pence
and thereof Paymaster have paid Ex.

Stephenson
vs
Chilson
No 21

Benajah Stephenson of Springfield in the County of Hamp-
shire yeoman Plt vs Joseph Chilson of Conway in said

County woman Deft, in a plea of the case for that said
Asaph at Springfield on the eighteenth day of November
last past by his Note under his hand of that date
for Value received promised to pay unto S Benajah and
deliver him twenty two bushels of good Wheat, on or before
the 15th day of Decemb^r then next, and the S Benajah says
that said Wheat was well worth four pounds eight Shillings
lawful Money at S time appointed for the delivery
thereof he was at Springfield then, yet S Asaph the often
there to requested hath never delivered the same nor any part
thereof, but hitherto hath and still doth neglect to do it
to the damage of the S Benajah the sum of five pounds
the 1st appears by Mass Bliff by his ret, and the S As
aph the three times publickly called makes default of
appearance here - therefore it is considered by this Court
that the S Benajah do recover against the S Asaph the
sum of four pounds twelve Shillings and eight pence 1/2
lawful Money damages and Cost of Suit Tax at one pound
twelve Shillings and pence, after all which the said
Asaph by his att William Millings Gent comes here and
appeals from the judgement of this Court to the Superior
Court of Judicature ^{Northampton within County of Hampshire} on the ~~fourth~~ day
of ~~April~~ next and he recognises with sureties
as the law directs for the S Asaph's prosecuting the
same with effect as pr said recognizance on file appears.

Samuel Platt of Hartford in the County of Hartford and Colony of Connecticut Plaintiff Pet vs Nathaniel Peak of
Blairford in the County of Hampshire woman Deft
in a plea of the case for that the said Nathaniel on the nine
teenth day of July 1768 at Northampton signed by his
promissory Note of that date for Value received promised the
S Samuel to pay him or his order thirty seven pounds
Nineteen Shillings and three pence lawful Money on
the first day of Novemb^r next with Interest till paid
yet the S Nathaniel the often requested hath never paid
the same but unjustly neglects it to the damage of the
S Samuel the sum of thirty pounds, the 1st appears
by John Northampton by his att and the S Nathaniel the
three times publickly called makes default of appearance
here, therefore it is considered by this Court that the S
Samuel do recover against the S Nathaniel the sum
of twenty six pounds six Shillings and five pence three farthings
damages and Cost of Suit Tax at two pounds three Shillings
one penny and pence of may save Ex - Ex id Decemb^r 8th 1770

Platt
vs
Peak
P 22

Ashtley
vs
Ashtley
No 23) Simon Ashtley of Westfield in the County of Hampshire yeoman
and Heber Miller of Westmoreland in the Province of New
Hampshire Physicians Plts, vs Aaron Ashtley of Westfield
yeoman Deft. In a plea of the Case for that the sd Aaron at
Westfield aforesd on the fifth day of March 1765 by his
promissory Note of that date for Value received promised
the sd Simon and Heber to pay them twelve pounds
lawful Money within three Months from the date of said
Note yet the sd Aaron who often requested hath never paid the
same nor any part thereof but unjustly neglects it to the
damage of the sd Simon and Heber the Sum of Eighteen
pounds, the Plts appears by John Worthington Esq and
the sd Aaron who three times publicly called makes default
of appearance here, therefore it is Considered by this Court
that the sd Simon and Heber do recover against the said
Aaron the Sum of fifteen pounds Eighteen Shillings and
one penny one farthing damages and cost of suit taxed at
two pounds 2/2 and thereof they may have Execution

Barnard &
vs
Severance &
No 24) Salah Barnard of Deerfield in the County of Hampshire Esq
and Seth Sattin Esq a deputy Sheriff Plts, vs Jonathan
Severance Yeoman Boat's Denis Yeoman and Ezekiel Masons
Yeoman all of Greenfield in sd County Defts, in a plea of
Trespass wherein the sd Salah and Seth complain that at
Deerfield on the eighteenth day of August last the sd Jon-
athan Boat's and Ezekiel the sd Salah & Seth's Close
in Deerfield aforesd bounded South on Deerfield River West
and North by Green River and East on land of Jonathan
Holt with force and Arms broke and entered and
the said Salah and Seth's Close there lately growing
to the Value of twenty pounds cut mowed down and car-
ried away and many other Wrongs & Injuries to the
Salah and Seth there and there did contrary to Law
against the peace of our Lord the King and to the da-
mage of the sd Salah & Seth twenty five pounds the
Parties appear and upon the Motion of the sd Parties it is
Considered by the Court that they have a further day
before the Lord the thing here untill the second Tuesday
of February next following the sd second Tuesday at 10 o'clock.

Brown
vs
Church
No 25) Samuel Brown late of Ware in the County of Hamp-
shire Yeoman Plt, vs Elisha Church late of Hardwick

Handwite in the County of Monmouth now resident at Pitts
field in the County of Berkshire yeoman Deft, in a plea
of the Case for that D Clifha at D Ware on the twenty fourth
day of July 1767 by his Note of D date for Value received
promised to pay D Samuel the sum of three pounds lawful
Money in good new full on demand with Interest till
paid yet the D Clifha hath never paid it to the damage
of the D Samuel six pounds. The Plt appears by Simon
Strong Esq his att and the D Clifha the three times pub
licly call'd makes default of appearance here, therefore
it is considered by this Court that the D Samuel do recover
against the D Clifha the sum of three pounds seven Shillings
and one penny two farthings damages and his cost taxed
at one pound sixteen Shillings and four pence and
thereof he may have his Execution
Ex is 20th March 1771

Isaac Phillips of Fredericksburgh in the County of Dutchess in
the Province of New York yeoman Plt vs Gershom Beach of
Lanesborough in the County of Berkshire yeoman Deft
in a plea of the case for that the said Gershom at said North
Hampton on the twenty fourth day of April last past by
his Note of that date for Value received promised the D Isaac to
pay him or his Order the sum of thirteen pounds lawful
Money at or before the first day of October then next with
lawful Interest till paid which the said Gershom hath
never paid to the damage of the D Isaac fifteen pounds
the Plt appears by Daniel Hildbrook gent and the said Ger
shom the three times publicly call'd makes default of
appearance here, therefore it is considered by the Court
that the said Isaac do recover against the said Gershom
the sum of thirteen pounds eight Shillings and seven pence
lawful Money damages and cost & suit taxed at three
pounds five Shillings, after all which the said Gershom
comes here by his att, John Worthington Esq and appeals
from the Judgment of this Court to the Superior Court
of Judicature &c to be holden at ^{Northampton} ~~Exeter~~ ^{in & for the County of Hampshire} on the fourth
Wednesday of ^{April} ~~September~~ next and he recognizes with sure
ties as the Law directs for the said Gershom prosecuting
the same with effect as for said recognizance on file appears

William Beach lately of Gloucester in the County of
Providence in the Colony of Rhode Island yeoman Plt vs
Dunham
10 27

Heath
vs
Dunham
N^o 27

Plt. vs. Philemon Dunham late of Williamsborough in the County of Berkshire yeoman Deft in a plea of the case for that the said Philemon at Northampton in the County of Hampshire on the ninth day of July last past by his Note of that date for Value received promised the D^r William to pay him or his Order the Sum of Six pounds lawful Money within two Months from the date of said Note with the lawful Interest till paid yet the said Philemon hath not paid the same to the damage of the said William Nine pounds the Plt appears by Daniel Hilditch Gent D^r Att, and it being made to appear to this Court that the D^r Philemon is now and ever since the service of the writ hath been ^{and remains} out of the province therefore it is considered by the Court that the said Parties have a further day before the Lord the thing untill the second Tuesday of February next.

Clap
vs
Mores
N^o 29

Jonathan Clap of Northampton in the County of Hampshire yeoman Plt vs Charles Mores late of Pittsfield in the County of Berkshire Labourer Deft in a plea of trespass on the case whereon the said Jonathan complains that the said Charles on the twenty sixth day of April D^r 1769 at Northampton in the County of Hampshire by his promissory Note for Value received promised the Plt to pay to him Eight pounds seven shillings and nine pence lawful Money on demand with Interest till paid, yet the D^r Charles hath never paid the same, to the damage of the D^r Jonathan twelve pounds Mr Hilditch who appeared for May^r Hawley in this Case desired the Deft might not be called, but that the Action might lie, at the time the judgments were settling and owing to his inattention it was not taken up afterwards before two of the Justices had left the Court, and then it being too late to consider it, it was continued untill next Term.

Strong
vs
Burt
N^o 30

Isabel Strong of Northampton in the County of Hampshire Gent Plt, vs Aaron Burt of Northfield in D^r County yeoman Deft in a plea of trespass on the case for that whereas the D^r Aaron at Springfield in the County aforesaid on the twenty seventh day of May 1769 by his Note for Value received promised to pay the said Isabel the Sum of Eleven pounds seven shillings and four pence lawful Money on demand with Interest till paid, yet

the said Aaron hath not paid the same to the damage of the said Gable the sum of twenty pounds the Bill appears by Daniel Hitchcock Gent. his Att and the said Aaron the three times publickly call makes default of appearance there therefore it is considered by the Court that the said Gable do recover against the said Aaron the sum of twelve pound 7/6 lawful money damages and cost of suit taxed at one pound eight shillings and ten pence and thereof he may have his Ex. Ex is Janry 14 1771

Ebenzer Hunt of Northampton in the County of Hampshire Gent, Plt, vs Noah Morse of Chesham in County of Bucks in a plea of the case for that the said Noah at Northampton on the fourteenth day of feby 1770 by his Note of that date for Value received promised one John Minne of Worthington in the County aforesd to pay him or his Order one pound fifteen shillings on demand with Interest till paid, and on 14th day of February at Northampton the said John Minne endorsed the same and appointed the contents of said Note then wholly due to be paid to the said Ebenzer, whereof the said Noah had immediate notice and thereby became liable to pay the same unto the said Ebenzer and he the said Noah then and there faithfully promised to pay the same unto the said Ebenzer on demand, and also for that the said Noah at Northampton on the second day of May last past by his other Note of Mand of the last mentioned date for Value received promised the said Ebenzer to pay him three pounds nine shillings lawful Money on demand with Interest till paid, and also for that the said Noah at said Northampton on the fifteenth day of June last past by his other Note of the same date with the last mentioned for Value received promised the said Ebenzer to pay him five pounds ten shillings and six pence lawful money on demand with Interest till paid, and also for that the said Noah at said Northampton on the twentieth day of July last past being justly indebted to the said Ebenzer for another sum of Eighteen shillings and two pence lawful Money for so much Money of him the said Ebenzer, by the aforesd Noah to the use of the said Ebenzer before that time had and received and being so indebted the said Noah afterwards the same seventh day of July at Northampton to the said Ebenzer promised to pay him the same on demand, and also for that the said Noah at said place and time above mentioned

Hand
is
Morse
1st 31

Thurs
vs
Morse
No 31

mentioned being justly indebted to the sd Ebenezer in another
sum of Eighteen shillings and two pence lawful money for
so much money of which the sd Ebenezer at the special instance
of the sd North by sd Ebenezer to sd North before that time lent
and advanced, and being so indebted the sd North afterwards on the
same month day of July at said Northampton in consideration
thereof undertook, and to the said Ebenezer then and there promised
to pay him the same whenever he should require, yet the
sd North not regarding this several Promises hath never
paid the sd Ebenezer either of the sums aforesaid to the damage
of the said Ebenezer Sixteen pounds lawful money
the Plt appears by Daniel Hitchcock Gent his Att and
the said North who three times publickly called makes
default of appearance here, therefore it is considered by
the Court that the sd Ebenezer do recover against the sd
North the sum of Eleven pounds Eighteen shillings
and eleven pence two farthings lawful money damages
and Cost of Suit taxed at one pound six shillings
and ten pence and thereof he may have his Execution
Edw North 27th 1771

Tubs
vs
Mitchel
No 32

John Tubs of Hatfield in the County of Hampshire yeoman. Plt
vs Joseph Mitchel of Ashfield in sd County yeoman Deft
in a plea of the case for that the said Mitchel at said Ashfield
on the twenty eighth day of December Anno Domini 1769
by his Note of that date for value received promised the
said Tubs to pay him two pounds ten shillings lawful
money by the first day of April then next yet the sd
Joseph who often requested hath never paid the same to
the damage of the said Tubs five pounds, the Plt appears
by Daniel Hitchcock ^{gent} his Att and the said Joseph who
three times publickly called makes default of appearance
here, therefore it is considered by the Court that the sd
Tubs do recover against the sd Joseph the sum of two
pounds 8/10 lawful money damages and his Cost
taxed at one pound 10/5 and thereof he may have his Ex

Warner
vs
Hugg
No 34

Oliver Warner of Hadley in the County of Hampshire
yeoman Plt vs John Hugg late of South Hadley in sd
County yeoman Deft in a plea of the Case for that
the said John and at sd Hadley on the tenth day

Hampshire ss Anno Regni Georgii Tertii Regis Magnae
Britanniae Franciae et Hiberniae Undecimo

At the Inferiour Court of Common Pleas
holden at Northampton within and for the
County of Hampshire on the second Tuesday
of February being the twelfth day of the
said Month Anno Domini 1771

Present

Israel Williams Esq^r
Oliver Partridge Esq^r
Timothy Dwight Jun^r Esq^r
Thomas Williams Esq^r
Justices of Court

de Sal^o Mores cherance Mills vs Smith
do Elihu Flashy in Sandhills vs Harding
do Sam^l Noble in Smith vs White

Jury of Trials

Spe^r { Tho^s S. Williston fore man
Daniel Lombard
m^r { Aaron Gask
David Clark
Nat^l { Sabel Lyman
Elihu Morton
John Nash
Dur^r Levi Newton
Jure Jonathan Field
Am^r Ebenezer Mattoon
S^r Wm^l Biddle Scarl

Continued Actm

Olaph
vs
Mores

Jonathan Olaph of Northampton in the County of Hampshire yeoman
Plt vs Charles Mores late of Pittsfield in the County of
Berksheire Labourer Deft in a plea of Trespass &c as at large on Record
herebefore the Plt appears by Joseph Massey Esq^r and the Deft
the three times publickly seall^d makes default of appearance
here therefore it is considered by the Court that the said Jonathan
do recover against the D^o of Charles the sum of four pounds
fourteen shillings and three pence two farthings lawful Monies
damages and Cost of Suit tax^d at one pound six pence shillings
and six pence and thereof he may have his Ex^r.

Box is 22 Febry 1771 Printed & of Sheriff
of Berksheire & Hampshire

Wells
vs
Smith

Elijah Wells of Somers in the County of Hampshire yeoman
Plt vs Philias Smith Jun^r of Westfield in said County yeoman
in a plea of Trespass &c as at large on record herebefore
the Deft putt himself at Issue on this point not guilty
the Plt afterwards by Simon Strong Esq^r his Attornies
and prays leave to discontinue this Suit paying Cost.

Towler
vs
Barker

Bilwal Towler of Westfield in the County of Hampshire
yeoman Plt vs Joseph Barker of D^o Westfield Deft
in a plea of the Case &c as at large on record of

of just Terms the Parties appear and the Justices to whom this
Case and all other demands were referred do now make Report
that ~~that~~ having ~~maturely~~ considered the same do judge Award
and determine that the sd Joseph do recover against
the sd Mildred one pound thirteen shillings and four
pence damages and that sd Mildred pay & return unto the
said Joseph, and likewise that the said Mildred pay
the sd Joseph three pounds six shillings and six pence
for the cost of this Arbitration, and Cost of Court to
be taxed by the Court, and that this our Award be a
final determination of all demands between the
Parties, therefore it is considered by the Court that the
said Joseph do recover against the said Mildred the sum
of one pound thirteen shillings and four pence damages
and Cost of suit tax at six pounds fourteen shillings
and eleven pence and thereof he may have his Ex
Ex is 5th March 1771

Silas Deane of Wetherfield in the County of Hartford and
Colony of Connecticut Gent Plt vs John Rugg of South
Haddam in the County of Hampshire ^{woman} Deft is a plea
of the Case &c as at large on Ouerd herefore, the Plt
appears by John Phelps Gent his att and the said John Rugg
who three times publickly call'd makes default of appear
ance here therefore it is considered by the Court that
the said Silas do recover against the said John the
sum of thirty two pounds fifteen shilling, and three pence
two farthings ~~lawful~~ money damages and Cost of suit
tax at three pounds and four pence after all which the
said John comes here by his att John Worthington Esq
and appeals from the Judgement of this Court to the Super
rior Court ^{of Judicature} to be holden at ^{Northampton} Springfield in ^{Apr} the County
of Hampshire on the ^{last} fourth day of ^{April} next
and he recognises with Sureties as the Law directs for
the sd John's prosecuting the same with effect as per
sd recognizance of file appears

Deane
vs
Rugg

Salah Barnard of Duxfield in the County of Hampshire ^{Barnard}
and Elisha Gallis of Duxfield Gent Plts vs Jonathan ^{vs} ^{Severance}
Severance ^{woman} ^{Plati} ^{Benic} ^{woman} & Exekiel ^{Plati} ^{Benic}
woman all of Greenfield in sd County Defts is a
plea of Trespass &c as at large on Ouerd herefore

Barnard & Co } heretofore, the sd Plts being three times publicly call'd
as } are non suit and likewise the said Plts, defaulted.

Heath } William Heath of Gloucester in the County of Providence
Dunham } in the Colony of New England yeoman vs Philimon Dunham
Plt vs } Deft in a plea of the Law & as at large on record
heretofore the Plt appears by Simon Strong Esqr his Att and
the sd Philimon the three times publicly call'd makes
default of appearance here therefore it is considered by this
Court that the said William do recover against the said Phi-
lomon the sum of six pounds 4/9 lawful money damages
and cost of suit tax'd at two pounds twelve ^{shillings} pence
and thereof he may have his Ex - Ex is 18th feby 1771

Kitch } John Kitch of Hatfield in the County of Hampshire yeoman Plt vs
vs } Elisha Kitch of said Hatfield yeoman Deft in a plea of Trespass on
Kitch } the case and wherein the said John complains for ^{Whistling} that whereas
the said Elisha on the first day of July 1771 at Northampton
in the County of Hampshire being indebted to the Plt, in the sum
of three pounds two shillings and seven pence three fifths of a penny
lawful money for the several Articles for which he is charged as
debtor in the Annex'd Account then and there in consideration
thereof promised the Plt to pay him the said sum on demand yet the
said Elisha hath not done it, to the Damage of the said John six
pounds, the Plt by Joseph Hawley Esqr his Att comes here and brings
into Court the Written Agreement of the said Parties and subscribed
by them, to refer the Case with all demands between them on ^{proper} Book
Accounts to the final Determination of Messrs Joses Graves Samuel Church
and John Hastings &c and prays that sd Submission and Agreement
may be made a rule of this Court and it is made a rule of Court
accordingly, and the said Case with all other aforesd demands are
accordingly referred to the final determination and award of Messrs
Joses Graves Samuel Church and John Hastings or any two of them
mutually chosen by the sd parties to be made upon the promises
and returns in this Court as soon as may be and the said
Parties have ^{rather} a day before the Lord the thing come until the
third Wednesday of May next.

Hudson } Joseph Hudson of Oakham in the County of Warrington yeoman Appellator
Galloway } William Galloway of formway in the County of Hampshire yeoman
N^o 2 } Appellee
a plea of the Law & as at large on record
on the last day of November 1770 Owed the said Joseph
the sum of six shillings and eight pence on booky account for

dressing eight yards of cloth before the last day of Novemb^r 1770
for J^o W^{illiam} at the said W^{illiam}'s special request
in consideration whereof the said W^{illiam} then and there promised
the said Joseph to pay him the sum of nine shillings and eight pence
the said W^{illiam} hath never paid the same to the damage of
the said Joseph forty shillings, at which Trial Judgment was rendered that
the said ~~W^{illiam}~~ should recover against the said ~~W^{illiam}~~ Joseph his costs
from which Judgment the said Joseph appealed to this Court & —
The said Joseph now comes here by Jonathan Ashley Esq^r his attorney
The said W^{illiam} the three times publicly called to come into Court
doth not come & — therefore it is considered by the Court that
the said Joseph do recover against the said W^{illiam} the
sum of nine shillings and eight pence lawful Money
damages and cost of suit taxed at three pounds
two shillings and seven pence and thereof he may
have his Execution

Execution isd April fourth 1771

Samuel Ayres of Colrain in the County of Hampshire Yeoman
Plt vs James Thomson of Colrain Dyett in a plea of the Law
for that the said James at Colrain on the sixth day of March
last past by his Note of that date for Value received promised to
pay to the said Samuel or his Order ten pounds twelve shillings
by the fifteenth day of May (meaning May next) with lawful
interest not paid yet the said James hath never paid it
to the damage of the said Samuel eight pounds, the Plt appears
by Jonathan Ashley Esq^r his Att^y and the said James the three
times publickly called makes default of appearance and
therefore it is considered by the Court that the said Samuel
do recover against the said James the sum of two pounds
seventeen shillings and seven pence lawful Money dam-
ages and cost of suit taxed at one pound eight shillings
and eight pence - after all which the said James by
his Att^y Joseph Mawley Esq^r comes here and appeals
from the Judgment of this Court to the Superior Court
of Judicature to be holden at ^{Northampton} ~~Northampton~~ in the County of Hampshire
on the ~~fourth~~ ^{last} day of ~~September~~ ^{April} next and he
recognizes with Sureties as the Law directs for the said
James prosecuting the same with Effect as per recogni-
zance on file appears —

Ayres
vs
Thomson
N^o 3

Thomson
vs
Hamilton
N^o 4

Medad Thomson of Darfield in the County of Warrington
yeoman Plaintiff vs Silas Hamilton of Cumberland in the County of
Cumberland in the Colony of New York yeoman Defendant in a
plea of the case for that the ^d Silas at Darfield on the
twenty fifth day of May last past by his Note of that date
for Value received promised the ^d Medad to pay him fourteen
pounds sixteen shillings by the twentieth day of October then next
yet the ^d Silas hath not paid the same to the damage
of the ^d Medad twenty pounds the Plaintiff appears by Jonathan
Ashley Gent his att^y, and the ^d Silas the three times publicly
called makes default of appearance here therefore it is consider-
ed by the Court that the ^d Medad do recover against the
said Silas the sum of fifteen pounds one Shilling and seven pence
three farthings lawful Money damages and Cost of Suit
taxed at some pence fourty shillings and thereof he may
have his Ex — In D^o 20th Feb^y 1771 —

Ashley
vs
Gibson
N^o 5

Gideon Gibson of Cumberland in the County of Warrington
Plt vs Joseph Gibson of Gornau in D^o County yeoman Deft in
a plea of the case for that the ^d Joseph at Cumberland found
on the Ninth day of October 1770 for Value received promised
one Joseph Ashley jnr to pay him or order nineteen pounds
ten shillings lawful Money within one Month from the
date of ^d Note with Interest till p^d, and afterwards to wit
on the same day at D^o Cumberland by his Indorsement
ordered the payment of the contents of ^d Note then wholly
due to be made to the ^d Gideon for Value then and there
received of him the ^d Gideon of all which the ^d Joseph then
and there had Notice and ^{being} liable to pay the same unto
the ^d Gideon according to the tenor of ^d Note and being
liable, then and there the ^d Joseph promised the said
Gideon to pay the same which he hath not done to
the damage of the ^d Gideon the sum of twenty five pounds
the plaintiff appears by William Millings Gent his att^y and
the said Joseph the three times publicly call'd makes de-
fault of appearance here ~~therefore it is considered by the~~
~~Court that the ^d Gideon do recover against the ^d Joseph~~
~~the sum of the Debt now comes into Court by John~~
~~Northington Esq^r and moves for an arrest of Judgment~~
and it is considered by the Court that ^d judgment be
arrested and accordingly ^d judgment is arrested and that
the Deft do recover his Cost taxed at fifteen shillings.

Gideon Affley of Sunderland in the County of Hampshire german Bt
 vs Aaron Howe of Conway in said County Smith Bt in a plea of
 the case for that the said Aaron at Sunderland aforesaid on the tenth
 day of July 1770 by his Note for Value received promised one
 Joseph Affley junr to pay to him or Order six pounds thirteen
 shillings and four pence by the first day of November then next
 with interest till paid, afterwards to wit on the twenty third day of August
 in 1771 at Sunderland aforesaid in the said Joseph by his indorsement
 ordered Aaron to pay the contents of said Note to the said Gideon according
 to the tenor of said Note, all which the said Aaron then and there had
 notice and so became liable to pay the contents of said Note to the said
 Gideon according to the tenor of the same, being so liable the said
 Aaron promised the said Gideon to pay him the same which he has
 not done, to the damage of the said Gideon seven pounds, the Itt appears
 by William Billings Gent his att and the said Aaron the three times
 publicly called maker default of appearance here therefore it is
 considered by this Court that the said Gideon do recover against the said
 Aaron the sum of six pounds thirteen shillings lawful Money dam-
 ages and cost of suit taxed at one pound twelve shilling and one
 penny, and thereof the may have his Ex — Ex'd May 6th 1771

Affley
 vs
 Howe
 13 6

Totham Hall of Watlington in the County of Northampton in the
 Colony of Formwalt german Bt vs Daniel Shaw of Ashfield
 in the County of Hampshire german Bt, in a plea of the
 case for that the said Daniel at Northampton in the County of
 Hampshire on the twelfth day of March 1770 by his
 Note of that date for Value received promised the said Totham to
 pay him four pounds at or before the tenth day of December next
 with interest after said tenth day of December but the said Daniel
 hath not paid the same, to the damage of the said Totham
 six pounds, the Itt appears by William Billings Gent his
 att, and the said Daniel the three times publicly called
 maker default of appearance here, therefore it is considered
 by this Court that the said Totham do recover against the said
 Daniel the sum of four pounds and nine pence lawful
 money damages and cost of suit taxed at one pound thirteen
 shillings, after all which the said Daniel by his att
 Samuel Marston Gent comes here and appeals from the judgment
 of this Court to the Superior Court to be heard at Northampton
 in the County of Hampshire on the Tuesday of September next and the occasion
 with ourties as the Law directs, for the said Daniel's prosecuting
 the same with effect as per recognizance on file appears —

Hall
 vs
 Shaw
 No 7

Bellings
vs
Perkins
N^o 8

Thellows Bellings of Sunderland in the County of Hampshire Gent
Plt vs Timothy Perkins of Ashfield in the County of Essex Gent
in a plea of the case for that the said Timothy at Sunderland aforesaid
on the twenty sixth day of July 1769 by his Note for value
received promised the said Thellows to pay for Order twelve pounds
lawful Money on demand with Interest till paid yet the said
Timothy hath not paid the same, to the damage of the
said Thellows fourteen pounds, the Plt appears by William Bil-
lings Gent his att and the said Timothy tho three times pub-
licly called makes default of appearance here, therefore it is con-
sidered by the Court that the said Thellows do recover against the
said Timothy the sum of thirteen pounds two shillings and four
pence lawful Money ^{damages} and cost of suit taxed at one pound
thirteen shillings and nine pence, after all which the said
Timothy by his att Jonathan Ashley Esq appeals from the
Judgment of this Court to the Superior Court of judi-
cature & to be holden at ^{Northampton} ~~Exeter~~ in the County of Hamp-
shire on the ^{last} ~~fourth~~ day of ^{April} ~~April~~ next, and recognises
with Sureties as the law directs for the said Timothy's prosecuting
the same with effect as per recognizance on file appears.

Bacon
vs
Herrington
N^o 9

Abel Bacon of Ashfield in the County of Hampshire yeoman
Plt vs David Herrington of Conway in the County of Essex Gent
in a plea of the case for that the said David at Ashfield aforesaid
on the sixth day of August 1770 by his Note for value received
promised to pay unto the said Abel or Order twenty nine shillings
and eight pence lawful Money within three weeks from the
date of said Note with Interest till paid, and also for that
the said David at Ashfield on the same day by his other Note
for value received promised the said Abel to pay him or Order twenty
nine shillings lawful Money within three weeks from the
date of said Note with interest till paid yet the said David
hath never performed either of his said promises to the damage
of the said Abel four pounds. The Plt appears by William
Bellings Gent his att, and the said David tho three times
publicly called makes default of appearance here
therefore it is considered by the Court that the said Abel
do recover against the said David the sum of three pounds
four ^{pence} ~~shillings~~ and two ^{farthings} ~~pence~~ lawful Money damages,
and cost of suit taxed at one pound fifteen shillings and
four pence and thereof he may have his Ex

Pa id March 21st 1771

Fellows Billings of Sunderland in the County of Hampshire
 Gent Plt vs Isaac Chauncy late of Ashfield in d County yeoman
 an Debt in a plea of the Case for that the said Isaac at Sun-
 derland aforesaid on the sixth day of February A 1769 by his Note
 for Value received promised the said Fellows to pay him two pounds sixteen
 shillings lawful Money on Demand with Interest till paid and
 also for that the said Isaac at Sunderland aforesaid by his other Note
 dated March fifteenth A 1769 for Value received promised the said
 Fellows to pay him the Sum of four ten shillings on Demand
 with interest till paid, yet the said Isaac hath not performed
 either of his said promises to the damage of the said Fellows
 five pounds — The Plt appears by William Billings Gent his
 att and the said Isaac who three times publicly call'd makes
 default of appearance here, therefore it is considered by the Court
 that the sd Fellows do recover against the said Isaac the sum of
 four pounds one shilling and three pence two farthings lawful
 Money damages and Cost of Suit Tax'd at one pound thirteen shil-
 lings and five pence and thereof he may have his Ex —
 Ex d March 12th 1771 —

Billings
 vs
 Chauncy
 No 10

Fellows Billings of Sunderland in the County of Hampshire Gent
 Plt vs Jonathan Edson of Ashfield in d County yeoman Debt
 in a plea of the Case for that the said Jonathan at Sunderland
 aforesaid on the Ninth day of August A 1769 by his Note
 for Value received promised to pay unto the said Fellows the
 sum of five pounds thirteen shillings and nine pence
 lawful Money on Demand with interest till paid which
 the said Jonathan hath not paid to the Damage of the
 said Fellows the sum of Seven pounds, The Plt appears
 by William Billings Gent his att and the said Jonathan
 who three times publicly call'd makes default of ap-
 pearance here — therefore it is considered by the Court that
 the said Fellows do recover against the said Jonathan
 the sum of Six pounds ten shillings lawful money damages
 and Cost of Suit Tax'd at one pound thirteen shillings and
 nine pence and thereof he may have his Ex —
 Ex d March 12th 1771

Billings
 vs
 Edson
 No 11

Amos Hollister of Glasfenbury in the County of Hartford and
 Colony of Connecticut Yeoman Plt vs John Hillyar of South
 Madley in the County of Hampshire Yeoman Debt in a plea
 of the Case for that the said John at Northampton in the
 County of Hampshire on the Eighth day of July A 1760
 by his Note for Value received promised the said Amos to pay
 him the sum of six pounds twenty shillings and six
 pence lawful Money on Demand with Interest till paid
 yet the said John hath not paid the same to the Damage
 of the said Amos twelve pounds The Plt appears by —

Hollister
 vs
 Hillyar
 No 12

Hollister
vs
Hillyar
N^o 12

by William Billings Esq^r his att and the J. Johns the three
times publicly called makes default of appearance here
therefore it is considered by the Court that the said Anns do
recover against the said John the sum of eleven pounds five
shillings and two pence lawful Money damages and cost
of suit taxed at two pounds three shillings and sixpence
and thereof he may have his Exe
Ex^o in 2^d March 1771

Williams
vs
Dennison
N^o 13

Israel Williams Esq^r of Matfield in the County of Hampshire
Esq^r vs Benjamin Dennison Esq^r of Deerfield in County
yeoman Debt in a plea of the case for that the J. Dennison at
Matfield agreed on the twenty sixth day of January D 1770 by
his Note for Value received promise to pay unto the J. Israel
or Order three pounds eight shillings and four pence
lawful Money on demand with interest till paid, yet the
said Dennison hath not paid the same to the damage of
the said Israel four pounds the Jt appears by Williams
Billings Esq^r his att and the said Dennison the three times
publicly called makes default of appearance here therefore
it is considered by the Court that the said Israel do recover
against the said Dennison the sum of three pounds twelve
shillings and seven pence two farthings lawful Money dam-
ages and cost of suit taxed at one pound 8^s 10 and there
of he may have his Exe Ex^o in April 4th D 1771

Ewers
vs
How
N^o 14

James Ewers of Montague in the County of Hampshire yeoman
Esq^r vs Isaacianah How late of Gosport in the County of Wor-
cester yeoman Debt in a plea of the case for that the said
Isacianah at Northampton in the County of Hampshire on
the twenty second day of June D 1770 by his Note of that
date for Value received promised the said James to pay him
the sum of three pounds lawful Money on demand with
interest till paid yet the said Isacianah hath not paid
the same to the damage of the said James five pounds
the Jt appears by William Billings Esq^r his att and
the said Isacianah the three times publicly called makes
default of appearance here therefore it is considered by the
Court that the said James do recover against the J.
Isacianah the sum of three pounds two shillings and
four pence lawful Money damages and cost of suit
taxed at two pounds two shillings and nine pence
and thereof he may have his Execution
Ex^o in April 4th 1771

Abel Allen of South Wymondley in the County of Hampshire Quamant Pet vs
 Charles Hoar of Wymondley in the County of Hampshire Deft in a plea of the
 Case for that whereas the said Charles at Northampton in the County of
 the last day of December last past was justly indebted to the said Abel
 in the sum of two pounds eight shillings lawful Money for the
 like sum of Money by said Charles for said Abel and to his use before
 that time then paid and received, also being so indebted said Charles
 then and there in consideration thereof undertook and to said
 Abel then and there faithfully promised that he the said Charles would
 well and faithfully pay the said sum of two pounds eight shillings to the
 on demand, yet the said Charles hath never paid the same to the damage of
 the said Abel six pounds, the Pet appears and upon the Motion of the
 said Parties it is considered by the Court that there have a further before
 the Lord the Petition here until the third Tuesday of May next following
 the said second Tuesday of February aforesaid.

Allyn
 vs
 Hoar
 No 15

Noah Thompson of Ware in the County of Hampshire Quamant Pet vs
 James Nichols of Northampton in the County of Northampton Deft
 in a plea of the Case for that the said James at Northampton in the
 County of Hampshire on the sixteenth day of April last past by his
 Note of that date for value received subscribed said Noah to pay to him or
 his Order Eleven pounds ten shillings lawful Money in full of all
 from the date of said Note with Interest from the time of payment
 until paid yet the said James hath not paid the same to the damage
 of the said Noah fifteen pounds the Pet appears by his Att Joshua Upham Esq
 and the said James the three times publicly called makes default of appearance
 wherefore it is considered by the Court that the said Noah do recover
 against the said James the sum of ten pounds 5s per lawful Money damages
 and cost of suit taxed at one pound eighteen shillings and ten pence
 and thereof may have his Ex ———— Ed is March 16 1771

Thompson
 vs
 Nichols
 No 16

Joseph Brooks of Wymondley in the County of Hampshire Quamant Pet vs
 James Robinson of Northampton Deft in the County of Northampton Quamant
 Deft in a plea of the Case for that the said James at Northampton in
 the County of Hampshire on the third day of April 1762 was
 justly indebted to said Joseph in the sum of twenty four pounds
 seven shillings and ten pence lawful Money for the like sum
 of Money by said James for said Joseph & to his use before that time
 then received and in consideration thereof said James there after
 wards viz on the 3 day of April undertook and to said Joseph
 faithfully promised to pay him the same on demand yet the
 James hath not paid the same to the damage of the said Joseph
 fifty pounds, the Pet appears by Joshua Upham Esq and moves
 for a continuance of this deliver, on account of a material ^{Witness} Evidence
 which he cannot procure ~~to bring~~ as he says under Oath, therefore
 it is considered by the Court that said action be continued and accord-
 ingly the said Parties have a day before the Lord the thing here
 until the third Tuesday of May next following the
 said second Tuesday of February aforesaid

Brooks
 vs
 Robinson
 No 17

Collins
vs
Bridges
No 18

Elijah Collins of Boston in the County of Suffolk Watchmaker Plt
vs Daniel Bridges lately of Goumrich in the County of Hampshire Geo-
man Deft in a plea of ~~the fact~~ that the said Daniel owes to the
said Elijah twenty eight pounds of the lawful Money of the Province
of the Massachusetts Bay in New England which he owes him and
unjustly detains, and whereas the said Elijah complains that where
as the said Daniel on the thirtieth day of July 1768 at North
ampton in the County of Hampshire agreed by his bond bearing date
the day and year ~~last~~ agreed bound himself to the Plt by the name
of Daniel Bridges of Goumrich above in the sum of twenty eight
pounds lawful Money of the Province agreed to be paid to the
Plt whenever afterwards he should by the Plt be there to required
yet the said Daniel hath not paid the same to the damage of the
said Elijah twenty five pounds, the Plt appears by Joseph Hawley
Esq his att and the said Daniel who three times publickly called
makes default of appearance here, therefore it is considered by
the Court that the said Elijah do recover against the said Daniel
the sum of Ninety pounds thirteen shillings and two pence law-
ful Money ~~Damages~~ ^{Debt} and cost of suit taxed at two pounds seven
shillings and two pence and thereof he may have his Ex-
Co is July 13th 1770

Webb
vs
Phillips
No 19

Jonathan Webb of Braintree in the County of Suffolk Yeoman
Plt vs Philip Phillips lately of Ashfield in the County of Hamp-
shire Yeoman Deft in a plea that the said Phillips owes to the
said Jonathan sixty pounds of the lawful Money of the
Province which he owes him and unjustly detains, and whereas the
said Jonathan complains that whereas the said Phillips on the Eleventh
day of February 1768 at Northampton in the County of Hampshire
agreed by his bond dated the day and year above mentioned bound
himself by the name of Philip Phillips of North Town as call-
in 2 Counties of Hampshire to the Plt by the name of Jonathan
Webb of Braintree tanner in the sum of sixty pounds lawful
Money agreed to be paid to the Plt whenever afterwards he should
be by him there to required, which the said Phillips hath not
paid to the damage of the said Jonathan fifty pounds
the Plt appears by Joseph Hawley Esq his att and the said
Phillips who three times publickly called makes default of ap-
pearance here, therefore it is considered by the Court that
the said Jonathan do recover against the said Philip the
sum of thirty two pounds ten shillings and four pence two
farthings lawful Money damages and cost of suit tax-
at two pounds eighteen shillings and two pence and thereof
of he may have his Ex - Ex is 13th July 1771

Ezekiel Pierce of Plainfield in the County of Windham in the Colony of Connecticut Gent by his Att Elias Hall complains against William Hitch lately of the New Plantation called Number Five lying partly in the County of Hampshire and partly in the County of Berkshire Gent for that whereas the said William on the thirtieth day of May 1767 at a place called Landbury in Northampton in the County of Hampshire by his Note for value received promised the said Ezekiel to pay him the sum of ten pounds lawful Money on or before the first day of September then next and whereas the said William afterwards on the twenty fifth day of October 1768 at Northampton aforesaid by one other Note promised the said Ezekiel to pay him twenty four pounds and seven Shillings lawful Money on or before the twenty fifth day of October then next with Interest till paid value received. Yet the said William who often requested hath not paid the contents of said Notes or either of them, and hath absconded and withdrawn himself out of this Province into parts to the said Ezekiel unknown and is still absent out of this Province and so conceals himself and his Goods Estate and Effects that neither of them can be found or come at to be attached to the damage of the said Ezekiel the sum of sixty pounds. Daniel Hitchcock of Northampton aforesaid Gent att and Agent for the said William, being out of the Province the Case is continued by Order of Court.

Pierce
vs
Hitch
No 20

Josiah Clark of Northampton in the County of Hampshire Gent Plt vs Ephraim Powers of that part of the New Plantation called Number Five in the County of Hampshire aforesd Yeoman in a plea of the case for that whereas the said Ephraim on the thirtieth day of December 1767 at sd Northampton by his Note of sd Date for two swine sold and delivered by the said Josiah to the said Ephraim promised the said Josiah to pay him four pounds lawful Money with interest till paid yet the said Ephraim hath not paid the same to the damage of the said Josiah seven pounds the Plt appears by Joseph Hawley Esqr his att and the said Ephraim has three times publicly called notices default of appearance here therefore it is considered by the Court that the said Josiah do recover against the said Ephraim the sum of three pounds seven Shillings lawful Money damages and Cost of suit taxed at one pound seven Shillings and Six pence, and thereof he may have his Ex
Ex is Feby 22 1771

Clark
vs
Powers
No 21

Charles Caldwell of Hartford in the County of Hartford and Colony of Connecticut Yeoman and George Caldwell of sd Hartford Yeoman Plt vs Eleazar Burt of Northampton in the County of Hampshire Yeoman Dft in a plea of trespass on the case wherein the said Charles & George

Caldwells
vs
Burt
No 22

Fadwells
vs
Burt
N^o 22

Complain that whereas the said Clearar on the first day of January at Northampton, owing the Dts, twenty seven pounds one Shilling and six pence lawful Money for the several Articles mentioned at large in the annexed Account, then and there in consideration thereof promised the Dts to pay the said sum to them whenever afterwards he should be thereto requested. Yet the said Clearar hath not paid the same to the damage of the said Charles & George thirty five pounds the Dts, being three times publicly called are nonfuit and the Debt likewise defaulted.

Tidem
vs
Phelps
N^o 23

Charles Fadwell of Hartford in the County of Hartford and Colony of Connecticut Yeoman and George Fadwell of ^{the} Hartford Dts vs Jonathan Phelps of Northampton in the County of Hampshire Yeoman Debt in a plea of Trespass on the Case wherein the said Charles & George complain that whereas the said Jonathan on the first day of January instant at Northampton aforesaid owing the Dts twenty nine pounds fourteen shillings and nine pence lawful Money for the several Articles mentioned and charged in the Account hereto annexed, then and there in consideration thereof promised the said Dts to pay the said sum to them whenever afterwards he should be thereto requested. Yet the said Jonathan hath not paid the same to the damage of the said Charles and George the sum of thirty five pounds. - The Dts being three times publicly called are nonfuit and the Debt likewise defaulted.

Tidem
vs
Woodbridge
N^o 24

Charles Fadwell of Hartford in the County of Hartford and Colony of Connecticut Yeoman and George Fadwell of ^{the} Hartford Dts vs John Woodbridge jun^r of South Hadley in the County of Hampshire Yeoman Debt in a plea of Trespass on the Case wherein the said Charles & George complain that whereas the said John on the first day of January instant 1771 at Northampton aforesaid owing the Dts thirty seven pounds thirteen shillings and nine pence lawful Money for the several Articles mentioned and charged in the Account hereto annexed then and there in consideration thereof promised the Dts to pay them the said sum whenever afterwards he should be thereto requested. Yet the said John hath not paid said sum to the damage of the said Charles and George thirty pounds, the Dts appear by Joseph Hawley Esq^r their att, and the said John by John Worthington Esq^r his att comes and defends &c and pleads and says that he never promised in manner and form as the Dts in their declaration have alleged and thereof puts himself on the Country and the Dts likewise the Jurors according to the force form and effect of the Statutes in this case made and provided at this time returned

and impanelled being demanded likewise come, who, to say the truth concerning the premises, being duly sworn, declare upon their Oaths that the said John Woodbridge did promise in manner and form as the Plts in their declarations have alleged, and also the damages of the said Charles and George, by reason of the non performance of the promise aforesaid to thirteen pounds Twinteen Shillings and Nine pence. therefore it is considered by the Court that the said Charles and George do recover against the said John thirteen pounds Twinteen Shillings and Nine pence lawful Money damages and Cost of Suit taxed at one pound Two Shillings.

Nathaniel Hartwell of Hatfield in the County of Northampton
Yeoman Plt vs Samuel Belding of said Hatfield Yeoman in a plea
of Trover on the case and whereon the said Nathaniel George claims ^{this being} for that Belding
whereas he the Plt on the fifth day of January 1771 at Hatfield aforesaid
was possessed of one brown cow of the price of Three pounds and a
one Gun call'd a fire-lock of the value of twenty five Shillings as
of his own proper goods and Chattels and being so thereof possessed
the said Plt afterwards that is to say on the fourteenth day of sd January
at Hatfield aforesaid the said cow and Gun out of his hands and possession
did cannally lose and was deprived of the same which sd cow and Gun
afterwards that is to say on the 14th of January at Hatfield aforesaid
beinding came into the hands and possession of the d Samuel
nevertheless the d Samuel knowing the sd cow and Gun ~~to be~~ ^{his}
the proper cow and Gun of the Plt and to him the Plt of
right to belong and appertain contriving and intending craftily
and subtilly to deceive and defraud the Plt in this particular
the cow and Gun aforesaid to the Plt altho ~~thereas~~ ^{often} required
both not delivered but the d cow and Gun afterwards that is
^{to say} on the fifteenth day of sd January at sd Hatfield the d Samuel
as his own proper use did then and there dispose of and convert
to the damage of the d Nathaniel Two pounds the Plt appears
by Joseph Hawley Esq^r his att and the said Samuel comes and
defends & answers and says he is not guilty in manner and
form as the Plt in his declaration hath alleged and shews with
himself on the Country and the Plt likewise, whereupon the
Jury according to the force form and effect of the Statute in
this case made and provided, at this time returned and impanelled
being demanded likewise come, who to say the truth concern-
ing the premises, being duly sworn, declare upon their Oaths
that the said Samuel Belding is not guilty, therefore it
is considered by the Court that the said Samuel do recover
against the said Nathaniel his Cost taxed at one pound
one Shilling and six pence, After all which the said
Nathaniel by Joseph Hawley Esq^r ^{his att} appeals from the

Hartwell
vs
Belding
No 25

Sartwell
vs
Polding
No 25

the judgment of this Court to the Supreme Court of Judicature to be holden at ^{Northampton} ~~Northampton~~ in the County of Hampshire on the ^{last} ~~fourth~~ Tuesday of ~~September~~ ^{April} next and recognised with sureties as the law directs for the said Nathaniel's procuring the same with effect as for recognisance on file appears.

Field
vs
Allen
No 26

David Field of Dursley in the County of Hampshire Gent Plt vs John Allen of Melburne in d County Dft in a plea of the case for that the said John at Northampton in d County on the Twenty Ninth day of December 1772 by his Note of that date for Value Received promised to pay the d David the sum of five pounds Eight Shillings and nine pence lawfully due Money on demand with Interest untill paid yet the d John hath not paid the same so the damage of the said David twelve pounds, the Plt appears by ^{Jarvis Field} ~~James Polding~~ Gent his Att. and the said John the three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said David do recover against the said John the sum of Eight pounds 15s 6d lawful Money damages and for his Suit taxed at One pound fourteen shillings and eight pence and thereof he may have his Ex. Ex'd 28th June 1771.

Hathaway
vs
Summer
No 27

Simon Hathaway late of Suffield in the County of Hampshire now of a place called Monington in the County of Albany in the Colony of New York Gent Plt vs Samuel Summer late of Tyrringham Equivalent Lands so called between Blanford and Tyrringham in the County of Berkshire German Dft in a plea that the said Samuel owes to the said Simon Nine pounds sixteen Shillings and five pence which to the said Simon he owes and from him unjustly detains one whereon the Plt says that at an Inferiour Court of Common pleas holden at Springfield within and for the County of Hampshire on the last Tuesday of August 1768 in the Eighth Year of His Majesty's said, by the Judgment of said Court the by the name of Simon Hathaway of Suffield aforesaid he recovered against the said Samuel, by the name of Samuel Summer of Tyrringham Equivalent Lands so called between Blanford and Tyrringham in the County of Berkshire German Eight pounds lawful Money damages by reason of the said Samuel's not performing first performing his promise before that time made to the said Simon and also one pound sixteen shillings and five pence for his cost and charges by him about his Suit in that behalf expended whereof the said Samuel is convict as by the record there of in our said Court then remaining is fully manifest and appears which judgment yet remains in its full force and effect not satisfied nor reversed and also the Plt afterwards sued out an writ of Execution thereon by yet the sum so as

aforsaid recovered were never levied thereby and the return day thereof long since passed the same is wholly unsatisfied and the same sum wholly unpaid, whereby an action hath ensued to the Plt, to demand and have of the said Samuel the said nine pounds six shillings and four pence Nevertheless the said Samuel the often requested there to hath never paid the same nor any part thereof to the damage of the said Simons twelve pounds the Plt appears by John Phelps Gent his att and the said Samuel being three times publicly called makes default of appearance here, therefore it is considered by the court that the said Simons do recover against the said Samuel the sum of eleven pounds five shillings and three pence lawful money debt and cost of suit taxed at two pounds thirteen shillings and seven pence and thereof may have his Ex

Thomas Morley who was bail for the appearance of the said Samuel at this time he now brings the principal into court and moves to be discharged, and it is thereupon ordered that he be committed to the keeper of his Majesty's Goal in Springfield there to be kept agreeable to the Statute he was moved by Sheriff to and to be committed.

Prachel Sacket of Westfield in the County of Hampshire Spinster
Plt vs Ruben Williams of S. Westfield Dft in a plea of trespass
on the case for that the said Ruben at S. Westfield on the nine
teenth day of Novemb^r last past by his note of that date for
value received promised the said Prachel to pay her the sum of
two pounds nineteen shillings and eight pence lawful money
on demand with interest till paid yet the said Ruben hath
not performed his said promise to the damage of the said
Prachel seven pounds the Plt appears by John Phelps Gent
her att^r, and the said Ruben the three times publicly called
makes default of appearance here therefore it is considered
by the court that the said Prachel do recover against the said
Ruben the sum of three pounds four pence halfpenny lawful
money damages and cost of suit tax at one pound thirteen
shillings and eight pence after all which the said Ruben
by his att^r, Joseph Hawley Esq^r comes here and appeals
from the judgment of this court to the Superior Court
of Judicature &c to be holden at ^{Northampton} ~~Springfield~~ in and for
the County of Hampshire on the ^{15th} ~~fourth~~ day of ^{April} ~~March~~
next and requires with sureties as the law directs for the
said Ruben's prosecuting the same with effect as pr recognizance
on file appears.

Sacket
vs
Williams
N^o 28

Oxias Pelibone of Simsbury in the County of Hartford and Colo
ny of Connecticut Gent Plt vs Ephraim Pelton of Granville
in the County of Hampshire Yeoman Dft in a plea of the
case for that the said Ephraim at Northampton in the
County of Hampshire on the tenth day of Feb^y &

Pelibone
vs
Pelton
N^o 29

Pellibone
vs
Sellers
N^o 29

Dippo by his Note of that date for value received promised the said Orias to pay him the Sum of Six pounds Three shillings and five pence Money on Demand with Interest till paid but the said Ephraim hath not paid the same so the damage of the said Orias Nine pounds. The Plt appears by John Phelps Esq^r his att^r, and the said Ephraim the three times publicly called makes default of appearance wherefore it is considered by the Court that the said Orias do recover against the said Ephraim the sum of Six pounds Ten shillings and ten pence ~~the further~~ lawful Money damages and Cost of Suit taxed at two pounds and ten pence and thereof he may have his Ex - Ex is March 5th 1771 -

Pellibone
vs
Allen
N^o 30

Orias Pellibone of Simsbury in the County of Hartford and Colony of Connecticut Esq^r Plt vs Moses Allen of Granville in the County of Hampshire German Deft in a plea of the Case for that the said Moses at Northampton in the County of Hampshire on the last day of December last past being indebted to the said Orias in the Sum of Seven pounds and ten shillings lawful Money according to the Annexed Account for sundry Goods Wares and Merchandise there before that time sold and delivered and being so indebted the said Moses then and there in consideration thereof promised the said Orias to pay him ^{the said Sum} on Demand yet the said Moses hath not paid the same so the damage of the said Orias Nine pounds. The Plt appears by John Phelps Esq^r his att^r and the said Moses the three times publicly called makes default of appearance wherefore it is considered by the Court that the said Orias do recover against the said Moses the Sum of seven pounds Ten shillings lawful Money damages and Cost of Suit taxed at two pounds Ten pence and thereof he may have his Ex - Ex is March 5th 1771 -

Phelps
vs
Moor
N^o 31

Elisba Phelps of Simsbury in the County of Hartford and Colony of Connecticut German Plt vs William Moor of Southwick in the County of Hampshire German Deft in a Plea of the Case for that the said William at Northampton in sd County on the twenty sixth day of December A 1769 by his Note of that date for Value received promised the said Elisba to pay him the Sum of three pounds ten shillings and Nine pence Lawful Money on Demand with Interest till paid which the said

William hath not paid the damage of the said Elipha
nine pounds, the Plt appears by John Phelps Gent his att^r, and
the said William the three times publickly called makes default of appear-
ance here, therefore it is considered by the Court that the said Elipha
do recover against the said William the sum of three pounds and two
pence three farthings lawful money damages and cost of suit taxed at
one pound sixteen shillings and three pence and thereof he may have his Ex^{ce} -
Ex^{ce} is March 5 1771

David McConoughy jun^r of Manchester in the County of Hampshire German
Plt vs Simon Whaley of Westfield in the County of Hampshire Debt in a plea of McConoughy
of the case for that the said Simon at Westfield on the ninth day
of September 1768 by his Note of that date for value received
promised the said David to pay him or in Order the sum of Eleven
pounds fifteen shillings lawful Money at or before the tenth
day of May next following the date of said Note yet the said
Simon hath not paid the same to the damage of the said David
fourteen pounds, the Plt appears by John Phelps Gent his att^r
and the said Simon the three times publickly called makes
default of appearance here therefore it is considered by the Court
that the said David do recover against the said Simon twelve
pounds 1/6^p lawful Money damages and cost of suit taxed at
one pound seventeen shillings and eight pence and thereof
he may have his Ex^{ce} - Ex^{ce} is April 12 1771

McConoughy
vs
Whaley
£ 32

Benjamin Sexton of Westfield in the County of Hampshire German
Plt vs Daniel Noble of Westfield German Debt in a plea of Sexton
of the case for that the said Daniel at Westfield on the nine
tenth day of Feby last past by his Note for value received
promised the said Benjamin to pay him or Order the sum of
four pounds and one penny on demand with the lawful Interest
till paid, yet the said Daniel hath not performed his said promise to the
damage of the said Benjamin seven pounds the Plt appears by John
Phelps Gent his att^r and the said Daniel the three times publickly
called makes default of appearance here therefore it is considered by
the Court that the said Benjamin do recover against the said Daniel
the sum of three pounds eighteen shillings and five pence halpenny
lawful Money damages, and cost of suit taxed at one pound thirteen
shillings and eight pence and thereof he may have his Ex^{ce} -
Ex^{ce} is April 12 1771

Sexton
vs
Noble
£ 33

Thomas Noble of Westfield in the County of Hampshire German
Plt vs Datis Ensign German and Daniel Bagg jun^r German
both of Westfield Debt in a plea of the case for that the said
Datis and Daniel at said Westfield on the twenty eighth day

Noble
vs
Ensign
£ 34

Noble
vs
Empson
No 34

day of August 1770 by their Note of that Date for Value received promised the said Thomas to pay him the sum of four pounds thirteen shillings and five pence on demand with lawful Interest till paid yet the said Datis and Daniel have not paid the same so the damage of the said Thomas Nine pounds the Plt appears by John Phelps Gent his att, and the said Datis and Daniel the three times publickly called on the default of appearance here therefore it is foundered by the Court that the said Thomas recover against the said Datis and Daniel the sum of four pounds fifteen shillings and eleven pence halfpenny lawful money damages and cost of Suit taxed at one pound fifteen shillings and four pence and thereof he may have his Ex-
Ec is May 5th 1771

Sacket
vs
Sacket
No 35

Abigail Sacket of Westfield in the County of Hampshire Widow Plt vs Ezeckiel Sacket of Pittsfield in the County of Berkshire Goods Deft his plea that the said Ezeckiel tendered to the said Abigail one hundred pounds which to the said Abigail he owes and from her unjustly detains, and whereon the said Abigail says that at Northampton in the County of Hampshire on the fourth Day of December 1766 in the seventh year of his Majesty's reign the said Ezeckiel by his bond under his hand and seal of that date bound and obliged himself to the said Abigail in the sum of one hundred pounds to be paid her on demand yet the said Ezeckiel hath not paid the same so the damage of the said Abigail one hundred pounds the Plt appears by John Phelps her att, and the deft moves for a continuance of this action and it is granted him and the said Parties have a day before the Lord the third until the third Tuesday of May next following the said second Tuesday of February aforesaid

Leavit
vs
Gaston
No 36

John Leavit of Suffolk in the County of Hampshire Gent Plt vs Abimaaz Gaston of Westhill in said County Joinder Deft in a plea of the case for that the said Abimaaz at Northampton in said County on the last day of December 1770 being indebted to the said John in the sum of three pounds four shillings and four pence for labour there before that time done by the said John for the said Abimaaz, then and there in former actions thereof did promise the said John to pay him the same on demand, yet the said Abimaaz hath not paid the same so the damage of the said John four pounds, the parties appear, the Plt by John Phelps Gent his att, and the deft in person and refer this cause to the final determination and award of Capt. Massey John Ingersoll and Ephraim Parks to be made upon the premises and returned into Court as soon as may be and accordingly they have a further day before the Lord the third until the third Tuesday of May next following or second Tuesday of February aforesaid.

George Pyncheon of Granville in the County of Hampshire Yeoman Plt, vs
 Oliver Mun Yeoman and Luke Nildmarch in Yeoman both of said Granville
 in a plea of the case for that the said Oliver and Luke at d Granville on
 the twenty eighth day of August A 1769 by their Notes of that date for
 value received promised said George to pay him thirty eight shillings and
 nine pence lawful Money upon demand with Interest till paid
 yet said Oliver and Luke or either of them have not paid the same
 to the damage of the said George four pounds. The Plt appears by Moses
 Bliss Esq his atty and the said Defendants being three times publicly
 called make default of appearance here therefore it is considered by
 the Court that the said George do recover against the said Oliver and
 Luke the sum of two pounds 2/12 lawful Money damages and cost
 of suit tax at two pounds 1/2 and thereof he may have his Ex.
 Ex. id. July 17th 1771 —

(20)
 Pyncheon
 vs
 Mun et al.
 No 37

Jedidiah Bliss of Springfield in the County of Hampshire Gent Plt vs
 Thomas Hancock of d Springfield Yeoman Deft in a
 plea of the case for that the said Thomas at d Springfield on the
 twelfth day of June A 1764 by his Note of that date for
 value received promised said Jedidiah to pay him or his Order two pounds
 seven shillings and one penny on demand with Interest till paid, and
 also for that said Thomas at d Springfield on the nineteenth day of
 March A 1765 by his other Note under his hand of that date
 for value received promised said Jedidiah to pay him or his Order five
 pounds three shillings and eight pence one farthing lawful Money
 on demand with Interest till paid, yet said Thomas hath not paid
 either of said Sums to the damage of the said Jedidiah nine pounds
 the Plt appears by Moses Bliss Esq his atty and the said Thomas the
 three times publicly called makes default of appearance here therefore
 it is considered by the Court that the said Jedidiah recover against the
 said Thomas the sum of nine pounds three shillings and three farthings
 lawful Money damages and cost of suit tax at one pound
 fifteen shillings and eight pence and thereof he may have his Ex.
 Ex. id. July 28 1771 —

Bliss
 vs
 Hancock
 No 38

Jedidiah Bliss of Springfield in the County of Hampshire Gent Plt vs
 Charles Colton the Ward of d Springfield Yeoman Deft
 in a plea of the case for that said Charles at d Springfield on the
 first day of March A 1768 by his Note of that date for
 value received promised said Jedidiah to pay him two pounds
 shillings and eight pence one farthing lawful Money by the first
 day of October then next with lawful Interest till paid, yet said
 Charles hath not paid the same to the damage of the said Jedidiah
 the sum of three pounds. The Plt appears by Moses Bliss Esq
 his atty and the said Charles the three times publicly called

Idem
 vs
 Colton
 No 39

Bliss
vs
Cotton
N^o 39

called makes default of appearance here therefore it is considered by the Court that the said Petitioner do recover against the said Charles the sum of two pounds fifteen shillings and Eight pence three farthings lawful Money damages and cost of suit taxed at one pound fifteen shillings and two pence, and thereof he may have his Ex^{ce}

Ex^{ce} is 17th July 1771

Parsons
vs
Warner
N^o 40

Daniel Parsons of Springfield in the County of Hampshire German Plt vs Samuel Warner of Wilbraham in D^e County German Deft in a plea of the case for that said Samuel at S^d Springfield on the twentieth day of May 1766 by his Note under his hand of that date for value received promised said Daniel to pay him or his heirs the sum of Six pounds Money within four years from the date of said Note with Interest till paid but the said Samuel hath not paid the same to the damage of the said Daniel ten pounds. The Plt appears by Moses Bliss Esq^r his Att^r and the said Samuel three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Daniel do recover against the said Samuel the sum of Seven pounds Eighteen Shillings and Eight pence lawful Money damages and cost of suit taxed at one pound fourteen shillings and Eight pence and thereof he may have his Ex^{ce}

Ex^{ce} is March 13th 1771

Dwight
vs
Patterson
N^o 41

Jonathan Dwight of Springfield in the County of Hampshire German Plt vs Joseph Patterson lately of Ware in D^e County German Deft in a plea of the case for that J^d Joseph at S^d Springfield on the twenty first day of August 1766 by his Note of that date for value received promised one Josiah Dwight Esq^r and the said Jonathan to pay them or their Order five pounds Nine Shillings and three farthings lawful Money on Demand with interest till paid and since that time the said Josiah hath deceased at Springfield of age and the said Jonathan hath survived him, yet the said Joseph hath not paid the same either to the J^d Josiah or Jonathan or either of them whilst the said Josiah lived, or to the J^d Jonathan since the said Josiah's death to the damage of the said Jonathan seven pounds the Plt appears by Moses Bliss Esq^r his Att^r and the said Joseph three times publicly called makes default of appearance here therefore it is considered by the Court that the J^d Jonathan do recover against the said Joseph the sum of three pounds Eight Shillings and Nine pence lawful Money damages and cost of suit taxed at one pound fifteen and four pence and thereof he may have his Ex^{ce}

Taylor
vs
Lamb Esq^r
N^o 42

Samuel Taylor of Springfield in the County of Hampshire German Plt vs John Phelps of Walsfield in D^e County Gent Ex^{ecutor} of the last Will and Testament of Samuel Lamb German lately of Springfield deceased Deft in a plea of Covenant broken for that where the said Samuel Lamb in his life time at S^d Spring-

field on the sixteenth day of August 1750 by his said Poll under
his hand and seal of that date duly executed & acknowledged and regi-
stered in the Registry of Deeds for our County and in Court to be produced
for and in consideration of five hundred pounds current Money of this
Province to him paid by one Samuel Lamb jun. then of sd Springfield
Husbandman, bargained sold and conveyed unto the said Samuel Lamb jun.
The Homestead whereon the sd Samuel the sd Testator then lived containing
by Estimation Twenty Acres more or less with the Mansion
house thereon standing lying in sd Springfield at a place call Tattums
on the west side of Connecticut River bounded Southwardly on the Corn-
by road leading from sd Springfield to Westfield Westwardly partly on
Land then of Samuel Smiths and partly on Land then Joseph Taylors
and partly on Land of Thomas Taylor Northwardly upon a Ditch
between his sd Taylors and Land then of Samuel Ely and at the East-
wardly Corner thereof by a Elm stake marked and from thence
the line thereof running to a dry Maple stump or stubb marked
on the four sides of it. Thence extending Southwardly and bounding
Eastwardly on Land of David Brantwell to sd Country road. So now
the same to him his heirs and assigns with the appurtenances thereof
in fee simple and the sd Samuel the sd Testator for himself his
heirs Executors and Administrators did by his sd Deed covenant with
the sd Samuel Lamb jun. his heirs and assigns among other things
that the same Land (by him so bargained sold and conveyed as aforesaid
he had good right &c to bargain sell and convey as aforesaid discharged
of and from all Debts Chiro Exactions and Incumbrances whatsoever
and that he would defend the same against the lawful claims of any
person as by sd Deed manifestly appears, by virtue whereof the said
Samuel Lamb jun. entered upon and became Lord of the same in fee
simple and afterwards he the sd Samuel Lamb jun. being so
thereof seized at sd Springfield on the sixteenth day of July 1759
by his said Poll under his hand and seal of that date well
executed duly acknowledged and registered in the Registry aforesaid
for and in consideration of one hundred pounds Money by the sd
Samuel Taylor of Old to him the sd Samuel Lamb jun. well and truly
paid, bargained sold &c. unto the sd Samuel the sd Testator forty Acres
of Land parcel of sd Homestead first mentioned and conveyed from
the sd Samuel Lamb the sd Testator to the sd Samuel Lamb jun.
as aforesaid being the Northwardly part thereof So now the same is
in fee simple and the sd Samuel Lamb jun. did thereby covenant
with the sd Sam the sd Testator, that he should quietly and peaceably enjoy
the same, and that the same was free ~~and clear~~ of all incumbrances
as by sd Deed of sd Lamb jun. in Court to be produced manifestly
appears. and afterwards he with one the twenty seventh day of
July 1761 at sd Springfield sd Samuel Lamb jun. by his
other certain Deed Poll under his hand and seal of that date
well executed duly acknowledged and registered in the Registry aforesaid
for and in consideration of one hundred and sixty pounds

Taylor
vs
Lamb's Ex^{rs}
N^o 112

pounds lawful Money paid by the Plt to the d. Samuel Lamb jun^r.
In the d. Samuel Morgaine sold convey'd & unto the Plt the residue
of d. Homestead with the dwelling House thereon, so sold and convey'd
by the d. Samuel Lamb the d. Testator to d. Samuel Lamb jun^r
as aforesaid by the name and description of a certain Homestead lying
in Springfield aforesaid at a place call'd Chittum containing twenty
acres with a dwelling House on d. Land, northerly bounded by
land belonging to Samuel Taylor aforesaid Easterly on Land of John
Blackwell Westerly by on Land of Joseph Miller and Southerly by
a Country road. To have the same in fee Simple, and the said
Samuel Lamb jun^r by his last mentioned Deed did Covenant with the
Plt that d. Land was free of all incumbrances as by d. Deed mani-
festly appears, by Virtue and force of which Conveyance from the
d. Samuel Lamb jun^r to the Plt, he the Plt entered upon and became
seised of the whole of the Homestead and Land aforesaid and ought
according to the Covenants aforesaid to hold enjoy and possess the same
free of all Incumbrances and against the lawful Claim of any
person whatever and the d. Samuel Taylor the Plt says
that long after making and executing of the d. Deeds, one Mary
Lamb of Springfield aforesaid Widow and Relict of the d. Samuel
Lamb of Elder the d. Testator who was the Wife of and joined in
lawful Marriage with him the d. Samuel the d. Testator at the
time of his making his d. Deed beforementioned the d. Samuel
Lamb jun^r having Right and Title of Dower by Virtue of d.
Marriage with d. Samuel the d. Testator after the death of the
said Husband by the name of Mary Lamb of Springfield in the
County of Hampshire & Trustee who was the Wife of Samuel
Lamb dec^d late of d. Springfield aforesaid woman deceased hath by due
Course of Law demanded of the Plt her Dower or Third part of
d. Homestead so convey'd by Samuel Lamb the Elder to d. Samuel
jun^r and by d. Samuel Lamb jun^r assignor to the Plt as
aforesaid by the name and description of a certain mesuage or tenement
with the appurtenances containing by estimation twenty one
Acres of Land part whereof or twenty one acres is mowing Land
and the remainder Pasture Land, bounded Southerly on the
highway leading from Springfield to Westfield Westwardly on Joseph
Taylors Land Northwardly on Land of Thomas and Amos Ely
and Eastwardly on a highway &c. and by the Consideration of
the Justices of the Inferiour Court of Common Pleas holden at
Springfield within and for the County of Hampshire on the
last Tuesday of August last past the the d. Mary recovered her
Dower of her said Third part of the same against the said
Samuel the Plt and one pound sixteen Shillings and six pence

adjudged her for Costs and Charges about her Suit in that behalf
expended as by the record and proceedings thereof in said Inferiour
Court remaining manifestly appears, and afterwards said Mary did
out of the Clerk's Office of said Inferiour Court the Writ of Execution
of Nature facias *disparare* in due form of Law upon the Judgment
aforesaid bearing date the twentieth day of September last by Virtue
whereof the Sheriff of said County of ~~Hampshire~~ ^{Hampshire} to whom the same
Execution was directed hath set forth to the said Mary in due form
of Law one third part of said Land with its appurtenances and given
her full Dispossession thereof to hold the same severally
by Metes and Bounds as he was therein Canonized by means
whereof the Plt hath wholly lost the use and Possession of one third part
of said Homestead with the appurtenances for and during the term of the
life of said Mary ^{which} the Plt says is well worth and of the Value of
fifty pounds lawful money and that he hath not only been obliged
to pay said Costs with twoshillings and one penny his Debt of Execution
but also hath been obliged to pay the Officers fees and the Charges
of executing the same and setting forth to the said Mary the said
Dower amounting to fifty shillings lawful money and also
hath expended the sum of twenty shillings like money in defending
himself against the law suit of said Mary and also is liable to answer
and pay to said Mary the Value of said third part of said Homestead after
after the same was demanded before the same was recovered against him
the Plt by said Mary as aforesaid which the Plt says is six pounds like money
the means of all which the Plt says that the said Covenants of the said
Samuel Lamb the Elder said Testator hath been broken and the same
hath not been kept for that the said Homestead was not free and clear
from all Incumbrances at the time of the said Samuel Lamb the Elder
making said Covenants, but was subject and liable to said Mary's
said Title of Dower as aforesaid and hath not been saved and defended
to the Plt against said Claim and demand of said Mary to the damage
of the said Samuel Taylor twenty pounds, the Plt appearing by Messrs
Bullby and the Deft moves that this Action may be continued
therefore it is Granted by the Court that the said Parties have a further
day before the Lord the King here untill the third Tuesday of May
next following to move Tuesday of July aforesaid

Nathaniel Miller vs Isaac Miller for. no writ	Miller vs Miller N ^o 43
Moss Hills of Springfield in the County of Hampshire vs Plt vs Isaac Phelps of Springfield byman Deft in a plea of the fact for that said Isaac at said Springfield on the second day of July last past by his Note under his hand	Hills vs Phelps N ^o 41

Mills
vs
Phelps
N^o 14

hand ^{of said date} for value received, promised said Moses to pay and deliver him three pounds twelve shillings lawful Money worth of Merchantable Wheat to be delivered at the house of John Mills in S^d Springfield on or before the tenth day of October then next, yet the said Israel hath not paid or delivered the same to the damage of the S^d Moses four pounds the Plt appears by Moses Bill of Ex^{or} his att^y and the said Israel the three times publickly called makes default of appearance here therefore it is considered by the Court that the S^d Moses do recover against the S^d Israel the Sum of three pounds seven shillings lawful Money damages and cost of Suit taxed at one pound eighteen shillings and four pence and there of he may have his Ex^{or} ———— Ex^{or} is May 5th 1771

Wright
vs
Stoddore
N^o 15

Ebeneser Wright of Northampton in the County of Hampshire Yeoman Plt vs Solomon Stoddore of S^d Northampton Esq^r Deft in a plea that he the said Solomon owes to him the said Ebeneser thirty two pounds sixteen shillings and three pence lawful Money of this Province which he owes him and unjustly detains and whereon the S^d Ebeneser complains for this to wit that whereas heretofore at the Court of General Sessions at the great Hall at Northampton within and for the County of Hampshire on the second day of Feb^y in the ninth year of his Majesty's reign by the oath of twelve Jurors all good and lawful Men of S^d County sworn in it was presented that Charles Merritt of Northampton is S^d Countee of Hampshire Yeoman, did on the first day of Feb^y then current at S^d Northampton feloniously and with force and Arms take steal and carry away one gelding the property of one Ebeneser Wright (the Jurors say the S^d Ebeneser Wright meaning him the Plt as he says) and of the price of thirteen pounds against the great Crown and dignity of our sovereign Lord the King, and the law of this Province in such case made and provided whereupon ^{it} was commanded to the Sheriff of the County of Hampshire that without delay he should take the said Charles and cause him to come to answer the premises. and afterwards to wit on the second Tuesday of Feb^y in the tenth year of his Majesty's reign before the Court of General Sessions of the peace for S^d County of Hampshire holden at S^d Northampton came the aforesaid Charles Merritt under the Custody of the Sheriff of the County aforesaid (in whose Custody in the last in S^d County for the cause aforesaid he had been committed) and being brought to the Bar then and there in his proper persons by the S^d Sheriff and having had the hearing of the premises in S^d presentment about specified and charged upon him and forthwith being dem^r and answering the same how he would acquit himself thereof he said and confessed that he was guilty

Guilty thereof be ~~and~~ whereupon all and singular the promises being
 then seen and by ^d Justice of ^d Court fully understood and parti-
 cularly that the said Charar was convicted thereof by his own Confession
 it was considered by ^d Court that ^d Charar for the Contempt and
 Delony aforesaid should be whipt twenty stripes upon his naked body
 and that he should pay to the said Ebenezer Wright (by which
 said Ebenezer Wright the Ptt avers that the ^d Court meant him)
 threefold damages to wit, thirty nine pounds of lawful Money
 and the Cost of the above^d prosecution against him the said Charar
 being as they were then and there taxed and allowed by ^d Court
 Six pounds sixteen Shillings and three pence and that the
 said Charar should be committed unto the Goal in ^d Springfield
 untill he the ^d Charar should pay to the Ptt the ^d threefold
 damages and ^d Costs and the Ptt being then and there personally
 present in Court fully verified & released to the ^d Charar thirteen
 pounds part of the Sum of the threefold damages aforesaid. and the
 said Charar being then and there present at ^d Court was by the
 prayer and request of the Ptt, ~~was~~ by ^d Court committed to the
 Sheriff of ^d County (being the immediate Officer and Minister of ^d Court
 and then and there in ^d Court present) in Execution to be by
 the said Sheriff conveyed to ^d Goal in Springfield aforesaid in the
 Custody of said Sheriff and there kept in his Custody till
 he should pay to the Ptt the residue of the ^d threefold damages
 above the said Sum remitted by the said Ptt to the said Charar
 as aforesaid being twenty six pounds and the Sum of the Costs
 above mentioned as by the Record and proceedings thereof and the
 Commitment aforesaid remaining in ^d Court & by virtue
 of which ^d Commitment the said Solomon being then and yet
 as aforesaid the Sole Sheriff of ^d County of Hampshire, the said
 Charar into his Custody then and there said: and him the
 said Charar in Execution for the said remainder of the three-
 fold damages aforesaid and for the Costs aforesaid, in form aforesaid
 the said Solomon afterwards he wit on the twenty first day
 of Feby aforesaid he the ^d Solomon being then and yet as
 aforesaid Sole Sheriff of ^d County at Springfield aforesaid the ^d
 Charar out of the Custody of him the ^d Solomon suffered
 to escape and go at large where the same Charar pleased
 without the licence and against the Will of him the Ptt.
 (he the ^d Ptt, being then & yet not satisfied or paid the ^d remainder
 of the threefold damages and Costs aforesaid or any part thereof) whereby
 an Action accrued to the Ptt, to demand and have of the ^d Solomon
 the thirty two pounds sixteen Shillings and three pence
 Nevertheless the said Solomon altho often required he never
 paid the same to the damage of the ^d Ebenezer Wright
 forty pounds. The Parties appear and at the Motion of

Wright
vs
Haddons
No 15) of the Deft for the continuance of this action it is granted him
and accordingly ^{it is considered by the Court that} the said Parties have a further day before the
Lord the King here untill the third Tuesday of May next
following the said second Tuesday of February aforesaid.

Clark
vs
Bellows
No 16) Samuel Clark of Northampton in the County of Hampshire
Esq Plt, vs Jonas Bellows of Worthington in said County Yeoman
Deft in a plea of Trespass on the Case for that whereas on
the said Jonas at Northampton aforesaid on the twelfth day
of January last past by his Note for Value received promised
the said Samuel to pay him or his Order the Sum of two pounds
twelve Shillings and two pence lawful Money in Six Months
from the date of sd Note with Interest after the time of pay-
ment yet the said Jonas hath not paid the same to the
damage of the sd Samuel five pounds, the Plt appears by Joseph
Hawley Esq his Att^r and it being made to appear to the Court
that the Deft is now and was since the Service of the Writ hath
been and then was, out of the Province therefore it is considered
by the Court that the said Parties have a further day before
the Lord the King here untill the third Tuesday of May next
following the second Tuesday of February aforesaid.

Jones
vs
Castles
No 17) Daniel Jones of Nindsdale in the Province of New Hampshire
Esq Plt vs Justus Blackley Yeoman and Samuel Castle Yeoman
both of Eastwindsor in the County of Berkshire Deft-
in a plea of the Case for that the said Justus and Samuel at North-
ampton in the County of Hampshire on the eighteenth day of July
1769 by their Note of that date for Value received promised
said Daniel to pay him or Order twenty nine pounds Eighteen
Shillings and three pence lawful Money on demand with Interest
till paid yet sd Justus and Samuel nor either of them have
ever paid the same to the damage of the said Daniel fifty pounds
the Plt appears ^{in his proper person} by Daniel Jones Esq his Att^r and the sd Deft-
who three times Publickly call'd make default of appearance here
therefore it is considered by the Court that the sd Daniel do recover
against the said Justus and Samuel the sum of twenty eight
pounds fifteen shillings and five pence one farthing lawful Money
damages and Cost of suit taxed at two pounds 6/6 and thereof
he may have his Ex. Ex is March 13 1771

Denn
vs
Noble et al
No 18) Daniel Jones of Nindsdale in the Province of New Hamp-
shire Esq Plt vs David Noble Yeoman and Solomon Lotterops

Yeoman both of Pittsfield in the County of Berkshire Defts in
 a plea of the case for that the said David and Solomon at Northampton
 in the County of Hampshire on the twenty fifth day of April
 1769 by their Note for Value received promised said Daniel to pay
 or Order Twenty Six pounds four Shillings lawful Money on
 demand with interest untill paid, yet said David & Solomon nor
 either of them have ever paid the same to the damage of the
 said Daniel one hundred pounds. The Plt appears ^{in his proper Person} ~~by his att~~
~~Ex. his att~~ and the d^r David and Solomon the three times
 publicly call'd make default of appearance here therefore it
 is considered by the Court that the said Daniel do recover against
 the said David and Solomons the sum of Eighty two pounds fourteen
 Shillings and one penny farthing lawful Money damages and
 Cost of Suit taxed at two pounds 3/6 and thereof may have his Exe
 Ex is^d Septemb^r 28th 1771

Benjamin Colt vs Abner Newton no writ

{ Colt
vs
Newton
No 49

Joseph Pellett of Plainfield in the County of Windham and Pellett
 Colony of Connecticut Yeoman Plt vs Theodore Sprague vs
 late of Williamsburgh in the County of Berkshire Yeoman Sprague
 Deft in a plea of the case for that the d^r Theodore at a place
 call'd Williamsburgh viz at Northampton in the County of Hamp-
 shire on the fourth day of May 1769 by his Note of that date
 for value received promised the d^r Joseph to pay him the sum of twenty
 pounds lawful Money by the twentieth day of April then next
 with Interest untill paid yet the said Theodore hath not paid
 the same to the damage of the said Joseph twenty five pounds
 the Plt appears by Ephra Porter Gent his att and the said
 Theodore the three times publicly call'd makes default of ap-
 pearance here therefore it is considered by the Court that
 the said Joseph do recover against the said Theodore the sum
 of twenty two pounds two Shillings and eight pence lawful
 Money damages and Cost of suit taxed at two pounds seven
 Shillings and eight pence and thereof he may have his Exe
 Ex is^d Feby 19th 1771

{ No 50

Jonathan Warner of Hadley in the County of Hampshire Deft Warner
 Plt vs Willard Shepard late of Williamsburgh in the County
 of Berkshire Yeoman Deft in a plea of the case for that the
 said Willard at said Hadley on the tenth day of August last past
 by his Note of that date for Value received promised to pay
 unto the said Jonathan the sum of thirteen pounds nineteen

{ Warner
vs
Shepard
No 51

Warner
vs
Thyane
N^o 51

Nineteen Shillings and ten pence lawful Money on demand with the lawful Interest till paid yet the said Willard hath not paid the same to the damage of the said Jonathan twenty pounds, the Plt appears by Elisha Porter gent his att^r and the said Willard the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Willard the sum of fourteen pounds eight Shillings and five pence lawful Money damages and Cost of Suit Tax'd at One pound Eleven Shillings and five pence and thereof he may have his Ex^{ce} Ex^{ce} is Feb^y 19th 1771

Warner
vs
Hall
N^o 52

Jonathan Warner of Madley in the County of Hampshire Trader Plt vs John Hall late of Williamsburgh in the County of Berkshire Yeoman Deft in a plea of the Case for that the said John at said Madley on the first day of Feb^y last past by his Note of that date for value received promised the said Jonathan to pay him the sum of fifteen pounds Eleven Shillings and six pence halfpenny lawful Money by the first day of May then next with Interest till paid, and also for that the said John at said Madley on the tenth day of Jan^y current being Justly Indebted to the said Jonathan in one other sum of four pounds sixteen Shillings and six pence lawful Money for sundry articles of Book Account according to the Account hereto annex'd, ~~that~~ the said John then and there in Consideration thereof promised the said Jonathan to pay him the same on demand, yet the said John hath not performed either of his said Promises to the damage of the said Jonathan twenty five pounds the Plt appears by Elisha Porter gent his att^r and the said John the three times publicly called makes default of appearance here, therefore it is considered by the Court that the said Jonathan do recover against the said John the sum of twenty one pounds three Shillings and six pence three farthings lawful Money damages and Cost of Suit Tax'd at One pound Eleven Shillings and five pence and thereof he may have his Ex^{ce} — Ex^{ce} is Feb^y 19th 1771

Doerr
vs
Stevens
N^o 53

Jonathan Warner of Madley in the County of Hampshire Trader Plt vs Simon Stephens late of Williamsburgh in the County of Berkshire Yeoman Deft in a plea of the Case for that the said Simon at said Madley on the eighteenth day

day of January last past by his note of that date for value received promised the said Jonathan to pay him the Sum of six pounds and Eleven pence lawful Money by the first day of May then next with the lawful Interest untill paid, yet the said Simon hath not paid the same to the damage of the said Jonathan the Sum of ten pounds. The Plt appears by Elisha Porter Gent his att^r, and the said Simon the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Simon the Sum of six pounds Eight Shillings and seven pence halypenny lawful Money damages and Cost of Suit taxed at one pound Eleven Shillings and five pence and thereof he may have his Ex. — Ex is Feb^y 14th 1771 —

Sarah Porter of Hadley in the County of Hampshire Giltwoman, Widow and Relict of the Honble. Charles Porter Esq late of Hadley (deceased) and Charles Porter now of d Hadley Esq Executors of the last will and testament of the d Charles deceased Plts, vs Jesse Bellows late of South Hadley in d County Husbandman Def^t in a plea that the d Jesse owes to the said Charles and Sarah the sum of fifty three Shillings lawful Money which from them he unjustly detains and whereon they say that the d Jesse at d Hadley on the Eleventh day of July 1754 by his bond under his hand and Seal of that date bound and obliged to the said Charles the Testator in the Sum of fifty three Shillings lawful money to be paid to him or his Heirs Executors &c on demand yet the said Jesse hath never paid the same to either the Testator before his death, or since unto the d Sarah and Charles the d Executors but wholly neglects to do it, to the damage of the d Sarah and Charles d Ex^{rs} in d Capacity the sum of three pounds. The Plt^s appear by Elisha Porter Gent their att^r. and the d Jesse the three times publicly called makes default of appearance here, therefore it is considered by the Court that the d Plt^s do recover against the d Jesse the sum of two pounds thirteen Shillings lawful money ~~damages~~ and Cost of Suit taxed at one pound seven Shillings and nine pence and thereof they may have their Ex — Ex is July 31st 1771 —

Porter Esq^{2nd} vs Bellows 1st 54

Jonathan Warner of Hadley in the County of Hampshire Trader Plt vs Joseph Phelps late of Pittsfield in the County of Berkshire Giltwoman Def^t in a plea of the fact for that the said Joseph at d Hadley on the fourteenth day of May 1767 by his note of that date for value received promised the said

Warner vs Phelps 1st 55

Warner
vs
Phelps
N^o 55

said Jonathan to pay him the sum of two pounds twentieth Shillings
lawful Money on demand with the lawful Interest thereof untill
paid, and also for that the said Joseph at said Hadley on the twenty
fourth day of August last past by his other Note of that date for
value received promised said Jonathan to pay him one other Sum
of sixteen Shillings and eight pence lawful Money on demand
with Interest till paid but the said Joseph hath never performed
either of his said promises to the damage of the said Jonathan
the Sum of five pounds, the Plt appears by Elisha Porter gent
his att^r and the said Joseph the three times publicly call
matres default of appearance here therefore it is considered by
the Court that the said Jonathan do recover against the said
Joseph the Sum of four pounds six Shillings and six pence
three farthings lawful Money damages and Cost of Suit
taxed at one pound twelve Shillings and one penny
and thereof he may have his Ex

Ex is Feby 19th 1771

Idem
vs
Taylor
N^o 56

Jonathan Warner of Hadley in the County of Hampshire
Trader Plt vs Adonijah Taylor late of Dursfield in the County
of Warwick Defendant in a plea of the Case for that the said Adonijah
at said Hadley on the tenth day of August last past by his
Note of that date for value received promised the said Jonathan
to pay him the Sum of four pounds five Shillings and ten
pence lawful Money on demand with Interest till paid
but the said Adonijah hath not paid the same to the damage of
the said Jonathan seven pounds, the Plt appears by Elisha Porter
gent his att^r and the said Adonijah the three times publicly call
matres default of appearance here, therefore it is considered by
the Court that the said Jonathan do recover against the said
Adonijah the Sum of four pounds eight Shillings and
four pence lawful Money damages and Cost of Suit taxed
at one pound eight Shillings and one penny after all
which the said Adonijah comes here by his att^r Jonathan Abley
Esq and appeals from the judgement of this Court to the Super
iour Court to be holden at ^{Northampton} ~~Exeter~~ in and for the Coun
ty of Hampshire on the ^{east} ~~fourth~~ ^{Friday} day of ~~March~~ ^{April} next an
recognies with Carities as the ^{for the said Adonijah} ~~law~~ directs as per recognies
on file appears

Sprague
vs
Allen
N^o 57

Elijah Sprague of Lebanon in the County of Windham
and Colony of Connecticut Plaintiff vs Thomas

Allen late of ^d Lebanon now of Hallsfield in the County of Hampshire
Yeoman Deft in a plea of the Case for that the said Thomas at a
place called Lebanon viz at Northampton in ^d County of Hampshire
on the fifteenth day of April 1768 by his Note of that date
for value received promised to pay unto ^d Elijah the sum of three
pounds sixteen shillings and nine pence lawful Money by
the first day of October then next with Interest till paid
yet the ^d Thomas hath not paid the same to the damage of
the ^d Elijah six pounds. The Plt appears by Elisha Porter Gent
his att. and the ^d Thomas the three times publicly called
makes default of appearance here therefore it is considered by
the Court that the ^d Elijah do recover against the ^d Thomas
the sum of four pounds twelve shillings and one penny halfpenny
lawful Money damages and cost of suit taxed at two pounds
five shillings and thereof he may have his Ex^t
Ex is July 31st 1771

Samuel Allen of Ashfield in the County of Hampshire Yeoman Plt
vs Jonathan Edson late of ^d Ashfield Yeoman Deft, in a plea of the
case for that the said Jonathan at ^d Ashfield on the twelfth day
of April 1770 by his Note of that date for value received promised
to pay the ^d Samuel six pounds sixteen shillings lawful Money
by the first day of October then next with Interest till paid
yet the ^d Jonathan hath not paid the same to the damage of
the said Samuel nine pounds. The Plt appears by Elisha Porter
Gent his att. and the said Jonathan the three times publicly
called makes default of appearance here. Therefore it is considered
by the Court that the said Samuel do recover against the said
Jonathan the sum of six pounds eleven shillings and eight pence
lawful Money damages and cost of suit taxed at one pound
seventeen shillings and two pence and thereof he may have his Ex.
Ex is May 30th 1771

Daniel Knapp of Northfield in the County of Hampshire Yeoman Plt
vs Robert North late of Greenwich in ^d County Yeoman Deft
in a plea of the Case for that the said Robert at a place called
Hardwich viz at Northfield aforesaid on the nineteenth day of
October last past by his Note of that date for value received
promised the ^d Daniel to pay him eight pounds ten shillings
lawful Money on demand with Interest till paid yet the said
Robert hath not paid the same to the damage of the ^d Daniel
ten pounds. The Plt appears by Elisha Porter Gent his att. and the said
Robert the three times publicly called makes default of appearance here
therefore it is considered by the Court that the ^d Daniel do recover against
the said Robert the sum of eight pounds thirteen shillings and three pence
lawful Money damages and cost of suit taxed at one pound eighteen
shillings and four pence and thereof he may have his Ex
Ex is March 15th 1771

Hopkins
 vs
 Rugg & al-
 No 60

Samuel Hopkins of Madley in the County of Hampshire Clerk Plt
 vs Samuel Rugg yeoman and John Rugg yeoman both late of South-
 Madley in sd County Defts in a plea of the Case for that the said Samuel
 Rugg and John Rugg at said Madley on the last day of July 1770
 by their Joint Note of that date for value received promised
 to pay unto the sd Samuel Hopkins four pounds lawful Money
 on demand with Interest till paid yet the sd Defts have not
 performed their said promise to the damage of the sd Samuel
 Hopkins six pounds, the Plt appears by Elisha Porter Gent his
 att^r and the said Samuel Rugg and John Rugg the three
 times publicly called make default of appearance here therefore
 it is considered by the Court that the said Samuel Hopkins
 do recover against the sd Defts the sum of four pounds seven shillings
 and four pence two farthings lawful Money damages and Cost
 of Suit tax'd at One pound eight shillings and nine pence
 and thereof he may have his Ex.

Ex is^d Feby 16th 1771

Marsh
 vs
 King
 No 61

Moses Marsh of Madley in the County of Hampshire Gent
 Plt vs Elisha King of Naffield in said County Deft in a
 plea of the Case for that the said Elisha at said Madley on the
 twenty seventh day of August last past by his Note of that date for
 value received promised sd Moses to pay him the sum of four pounds
 six shillings and six pence lawful Money on demand with Interest
 till paid, yet the said Elisha hath not paid the same to the damage
 of the sd Moses six pounds, the Plt appears by Elisha Porter Gent his
 att^r and the said Elisha the three times publicly called makes
 default of appearance here, therefore it is considered by the Court
 that the said Moses do recover against the said Elisha the sum
 of four pounds eight shillings and ten pence two farthings law-
 ful Money damages and Cost of Suit tax'd at One pound six
 shillings and eleven pence and thereof he may have his Ex-
 Ex. is^d March 26th 1771

Clark
 vs
 Graham
 No 62

John Clark of Pelham in the County of Hampshire yeoman
 Plt vs Richard Grouch Graham of Pelham Clerk Deft in a
 plea of the Case for that the said Graham at sd Pelham on the
 first day of November 1770 being justly indebted to the sd
 Clark in sum of five pounds two shillings and two pence law-
 ful Money do balance Book Accounts according to the Account
 hereto annexed the sd Graham then and there in consideration
 thereof promised the said Clark to pay him the same on demand
 yet the sd Graham hath not paid the same to the damage of
 the sd Clark nine pounds, the Plt appears by Elisha Porter
 Gent his att^r and the sd Graham the three times publicly
 called makes default of appearance here - therefore it is con-

considered by the Court that the said Clark recover against the said Graham the sum of five pounds two shillings and two pence lawful Money damages and Cost of suit taxed at One pound ten shillings and ten pence and thereof he may have his Ex.

Phineas Upham of Brookfield in the County of Worcester Gent (Upham
Plt vs Caleb Thayer of Charlemont in the County of Hampshire vs
German Debt in a plea of the case for that the said Caleb at Thayer
Northampton in d County of Hampshire on the fourth day N^o 63
of October Anno Domini 1763 by his Note of that date for
Value received promised the said Phineas to pay him the sum of
three pounds lawful Money on demand with Interest till paid
yet the said Caleb hath not paid the same to the damage of
the said Phineas ten pounds the Plt appears by Samuel Barnard
Gent his att: and the said Caleb tho three times publicly calld
makes default of appearance here therefore it is considered by the Court
that the said Phineas do recover against the said Caleb the sum of
four pounds six shillings and six pence lawful Money damages
and Cost of suit taxed at two pounds and four pence and thereof
he may have his Ex — Ex is July 26th 1771

William Chadwiche late of Greenfield in the County of Hamp- (Chadwiche
shire German Plt vs Medad Thornton of Dursfield in d County vs
German Debt in a plea of the case for that the said Medad Thornton
at Northampton in said County of Hampshire on the tenth day of N^o 64
December 1770 by his Note of that date for value received
promised the said William to pay him the Value of six pounds
fifteen shillings lawful Money in good that good Rum at three
shillings and three pence a Gallon on demand with Interest
till paid yet said Medad has never paid d Rum tho the said
William has been always ready to receive the same nor has o
Medad any way fulfilled his said promise to the damage of
the said William nine pounds. The Plt appears by Samuel
Barnard Gent his att: and the d Medad tho three times
publicly calld makes default of appearance here, therefore
it is considered by the Court that the said William do
recover against the said Medad six pounds sixteen shillings
and five pence lawful Money damages and Cost of suit
taxed at One pound seventeen shillings and four pence —
after all which the said Medad by Jonathan Wibley Esq his att:
comes here and appeals from the judgment of this Court to the
superior Court ^{at Northampton} to be holden at ^{last} ~~Northampton~~ ^{april} in and for the
County of Hampshire on the ~~fourth~~ ^{last} ~~Wednesday~~ ^{day} of ~~September~~ ^{April} next
and recognises with sureties as the law directs for the d Medad
prosecuting the same with effect as no appearance on file appears.

Orr
vs
Mariman
N^o 65

George Orr of Bedford in the Province of New Hampshire Yeoman
Plt vs Abel Mariman of Conway in the County of Hampshire
Yeoman in a plea of the Case for that the said Abel at said
Conway on the twenty ninth day of November Anno Domini 1769
according to the usage and Custom of Merchants made his certain
Bill of Exchange in writing with his own proper hand subscribed
bearing date the same day and directed the same Bill to one
Alexander Cambell by which said Bill the said Abel requested
the said Alexander to pay to the said George Orr Twelve pounds
lawful Money value received and the said George Orr says
that afterwards viz on the sixth day of November last past at
said Conway he showed the same Bill to the said Alexander and
requested him to accept the same which the said Alexander then and
there refused to do or ever to pay the same, of which premi-
ses the said Abel afterwards viz the last day of December last
at said Conway had Notice by reason whereof the said Abel according to
the usage and Custom of Merchants became and is liable to pay the
said Sum of Twelve pounds and being so chargeable he the said Abel
then and there promised the said George to pay him the same on demand
also for that the said Abel at said Conway on the twenty ninth day
of November 1769 according to the usage and Custom of Merchants
made his other certain Bill of Exchange in Writing bearing
date the same day and directed the same Bill to one Alexander
Cambell by which said Bill the said Abel requested the said
Alexander to pay to the same George Orr, nine pounds lawful
money value received and the said George Orr says that afterwards
viz on the sixth day of Nov^r last past at said Conway he show-
ed the same Bill to the said Alexander and requested him to accept
the same which the said Alexander then and there refused to do or
ever to pay the same of which Premises the said Abel afterwards
viz the last day of Dec^r last at said Conway had Notice by
reason whereof the said Abel according to the usage and Custom of
Merchants became and is liable to pay the said Sum of Nine pounds
and being so chargeable he the said Abel then and there promised
the said George Orr to pay him the same on demand —
also for that the said Abel on the twenty ninth day of November
1769 at Conway afores^d in consideration that the aforesaid George
Orr had at the request of the said Abel before that time sold and
delivered to the same Abel fifty four pounds weight of Dersskins he
the said Abel did then and there in consideration thereof assume
on himself and to the same George Orr faithfully promise to
pay him so much Money as the said Dersskins were reasonably
worth at the time of the said sale and delivery and the
said George Orr in fact says that s^d fifty four pounds of Dersskins

were reasonably worth at the time of delivery to the D Abel one
 other sum of Nine pounds lawful Money (viz a Conway aforesaid) where of
 the D Abel then and there had notice also for that the said Abel
 on the twenty ninth day of Novemb^r D 1769 at Conway aforesaid
 was Indebted to the said George Orr in the sum of nine pounds
 lawful Money for so much Money before that time had and received
 by the said Abel of the said George for the D George and so far as
 and the said Abel being so Indebted did in consideration thereof
 afterwards (viz) on the same day and year at Conway aforesaid take
 upon himself and to the D George then and there faithfully
 promised that he the said Abel would well and faithfully pay and
 satisfy the aforesaid sum of Nine pounds lawful Money when
 he should afterwards be thereunto required yet the said Abel who
 often requested hath not fulfilled either of his Promises afores^d
 to the damage of the D George Orr twenty pounds.

The Plt appears by Samuel Marmand Gent his att^y and the Deft
 moves for a continuance of this action on account of a material
 Evidence whom he swears he has not been able to procure
 therefore it is considered by the Court that said Action be continued
 and accordingly the said Parties have a day before the Lord the King
 here untill the third Tuesday of May next following & second
 Tuesday of Feby aforesaid.

Mitchmoche
 vs
 Morris 1766

Beliah Mitchmoche vs Stephen Morris & No Writ.

John Worthington of Springfield in the County of Hampshire
 Esq Plt vs Aaron Beard of Bucket in the County of Dorset
 Yeoman Deft in a plea of the case for that the said Aaron
 at said Springfield on the twenty fourth day of October D
 1765 by his Note of that date for value received promised
 one James Walfer to pay him or his Order sixteen pounds two
 shillings and six pence on demand with ^{after the expiration of one month} interest till paid
 and afterward viz on the eighteenth day of Feby D 1766
 at said Springfield the said James by his Indorsement on the
 back of D Note (for value received) assigned the same Note to the
 Plt and thereby Ordered the contents thereof (then wholly due)
 to be paid to him, of all which the said Aaron then and there
 Instantly had Notice and so became liable to pay the same
 accordingly on demand, yet the said Aaron hath not paid the same
 to the damage of the D John twenty five pounds the Plt appears
 in his own proper person and the said Aaron the three times publick-
 called me his default of appearance here therefore it is considered by the
 Court that the D John do recover against the said Aaron twenty pounds Eight shillings
 lawful money damages and cost of suit taxed at one pound Eighteen shillings
 and thereof he may take his Ex — Ex is. Feby 2^d 1771

Worthington
 vs
 Beard 1767

Browning
 vs
 M^r Cornell
 N^o 68

Joseph Browning of Brimfield in the County of Hampshire yeoman
 Plt vs James M^r Cornell late of S. Brimfield yeoman Deft in a plea
 of the case for that the said James at said Brimfield on the twenty fourth
 day of September Anno Domini 1764 by his Note of that date
 for value received promised said Joseph to pay him or his Order
 ten pounds sixteen Shillings and eight pence on the first day
 of June then next with Interest after S. time of payment.
 And also for that the said James at said Brimfield on S. twenty fourth
 day of Septemb^r 1764 by his Note for value received promised
 the said Joseph Davis to pay him or Order five pounds one Shilling
 by the first day of June then next with Interest till paid, and
 afterwards the same day at said Brimfield the said Joseph
 Davis by his Indorsement on the back of S. Note assigned the same
 note to the S. Joseph Browning and ordered the contents thereof
 then wholly due to be paid to S. Joseph Browning of all which
 the S. James then and there had Notice and so became liable
 to pay the same to the said Joseph Browning according to the
 tenor of S. Note, and then and there in Consideration thereof promised
 S. Joseph Browning to pay him the same accordingly yet S.
 James hath not performed either of his S. promises to the damage
 of the said Joseph Browning thirty pounds. The Plt appears
 by John Worthington Esq his att^r and the said James has three
 times publicly called mathe default of appearance here, there-
 fore it is considered by the Court that the said Joseph Brow-
 ning do recover against the said James the sum of eighteen
 pounds sixteen Shillings lawful Money damages and cost
 of Suit tax'd at two pounds three shillings and six pence
 and thereof he may have his Ex
 Ex S. June 10th 1771 —

Worthington
 vs
 Pellows
 N^o 69

John Worthington Esq of Springfield in the County of Hamp-
 shire Plt vs Thomas Pellows of Moorhfield in the County of
 Worcester Yeoman Deft in a plea of the case for that the S. Thomas
 at said Springfield on the seventh day of December Anno Domini
 1769 by his Note of that date for value received promised the
 said John to pay him or Order thirty pounds by the first
 day of June then next with Interest till paid. Also for that
 the said Thomas at said Springfield on the twenty first day
 of March 1770 by his other Note of that date for value
 received promised the said John to pay him or Order the
 sum of twenty two pounds at or before the first day of October
 then next with Interest till paid, yet the said Thomas
 hath never paid either of S. James to the damage of the said

John Sixty pounds the Plt appears in his own proper person
 and the said Jotham the three times publickly called makes
 default of appearance here therefore it is considered by the
 Court that the said John do recover against the said Jotham
 the sum of fifty five pounds six shillings lawful Money
 damages and Cost of Suit taxed at one pound sixteen shil-
 lings and four pence after all which the said Jotham by
 his att^y Joshua Upham Esq^r ^{comethere} appeals from the judgement
 of this Court to the Superior Court of Judicature &c so
 he holds at ~~Northampton~~ ^{Northampton} in and for the County of Ham^{ps} there
 on the ~~fourth~~ ^{last} day of ~~September~~ ^{April} next and recognises with
 sureties as the law directs for the said Jotham prosecuting
 the same with effect as no recognizance on file appears

John Worthington of Springfield in the County of Hampshire Esq^r (Worthington Esq^r)
 Plt vs Benoni Shurtliff of Miltand district in the County of Worcester
 Yeoman in a plea of the Case for that the said Benoni Shurtliff
 at said Springfield on the fourth day of April D 1770
 by his Note of that date for value received promised one Thomas
 Mointnall to pay him or his Order Nine pounds in Six Months
 from the date with ^{Interest} from a time of payment untill paid and
 afterwards the same day at s^d Springfield s^d Thomas by his In-
 derferment on s^d Note assigned the same Note to the Plt and
 ordered the Contents thereof (then wholly due) to be paid to him
 of all which s^d Benoni then and there Instantly had Notice
 so became liable to pay the same to the Plt according to the
 tenor of said Note and in consideration thereof the said Benoni
 then and there promised the Plt to pay him the same accordingly
 yet he hath not paid the same to the damage of the s^d John
 the sum of fifteen pounds the Plt appears in his own
 proper person and the said Benoni the three times publickly
 called makes default of appearance here therefore it is considered
 by the Court that the s^d Plt do recover against the s^d Benoni
 the sum of Nine pounds three shillings and six pence
 halfpenny lawful Money damages and Cost of Suit tax
 at one pound sixteen shillings and four pence and
 thereof he may have his Ex — Ex is. Feby 2th 1771

John Worthington of Springfield in the County of Hamp^{shire} (Worthington
 shire Esq^r Plt vs William Chadwick late of Greenfield in s^d County
 Yeoman in a plea of the case for that the s^d William
 at s^d Springfield on the third day of November D 1769
 by his Note of that date for value received promised

Idem
vs
Gladwin
No 71

the said John to pay him ten pounds lawful Money within two Months from the date of said Note after which Interest till paid yet the said William hath not paid the same to the damage of the said John twenty pounds the Plt appears in his own proper person and the said William the three times publickly called makes default of appearance here therefore it is considered by the Court that the said John do recover against the s^d. William four pounds twelve shillings and four pence halppenny lawful Money damages and Cost of Suit taxed at one pound sixteen shillings and four pence and thereof he may have his Ex —
Ex is. Feby 26 1771

Plot
vs
White
No 72

Samuel Plot of Martford in the County of Martford and Colony of Connecticut Yeoman Plt vs Thomas White jun^r of South Hadley in the County of Hampshire Yeoman Dft in a plea of the case for that the s^d. Thomas at Springfield in s^d. County of Hampshire on the fourth day of November 1769 by his Note of that date for value received promised the said Samuel to pay him or his Order ten pounds and three shillings lawful Money on demand with Interest till paid yet the said Thomas hath not paid the same to the damage of the s^d. Samuel fifteen pounds. The Plt appears by John Worthington Esq his att^r and the said Thomas the three times publickly called makes default of appearance here therefore it is considered by the Court that the s^d. Samuel do recover against the said Thomas seven pounds fourteen shillings and ten pence lawful Money damages and Cost of Suit taxed at two pounds and eleven pence and thereof he may have his Ex —
Ex is. Feby 26 1771 —

Synchons
vs
Smith
No 73

George Synchons of Granville in the County of Hampshire Yeoman Plt vs Elnathan Smith of said Granville Yeoman Dft in a plea of Ejectment wherein he demands against s^d. Elnathan one Messuage or a dwelling house and half an acre of Land on which s^d. house stands in s^d. Granville which land bounds as follows viz beginning at the highway one Rod west of s^d. dwelling house thence running and bounding by s^d. highway till it comes to the highway that runs Northerly thence running Northerly bounding on said highway five rods and three quarters to the first Station with the appurtenances and whereas the said George says that at s^d. Granville on the twentieth day of April in the sixth year of his Majesty's reign the s^d. Elnathan by his Dft of that date &c conveyed s^d. Messuage and Land demanded with the appurtenances to the said George to hold the same

to him his heirs and assigns forever and thereupon he the s^d. George then and there became and was seized of the same in fee as of his inheritance and might taking the profit thereof to the value of five shillings by the year since which the said Jonathan hath unjustly entered into the demanded premises ejected the s^d. George and unjustly holds him out to the damage of the said George fifty pounds the s^d. George appears by John Worthington Esq and the said Jonathan the three times publicly called makes default of appearance here therefore it is considered by the Court that the said George do recover against the s^d. Jonathan his heirs and assigns of the premises demanded and cost of suit taxed at one pound sixteen shillings and four pence and thereof he may have his ex- of fac^s hab. &c if the s^d. Jonathan shall not within two months pay unto the s^d. George, thirty pounds two shillings and nine pence due &c

Ex d^o 7 May 7th 1771

John Cooley of Granville in the County of Hampshire yeoman
 s^d. Cooley
 s^d. Fowler
 in a plea of the case for that the said Bilead at said Westfield
 on the last day of June D 1769 being justly indebted to
 the s^d. John in the sum of sixteen pounds one shilling and one penny
 for sundry articles of Book account according to the account to
 the s^d. John then and there in consideration thereof promised the s^d. John to pay him the same amount
 And also for that whereas at said Westfield on the last day of May
 D 1764 the s^d. John at the special request of the s^d. Bilead
 sold and delivered to him five Barrels of good Wheat flour con-
 taining Eleven hundred and sixty weight of Flour at the price
 of six pounds twelve shillings for the same flour and ten shil-
 lings for the s^d. Barrels making in the whole seven pounds and
 two shillings he the s^d. Bilead then and there in consideration
 thereof promised the s^d. John to satisfy and content him the same
 sum by entering and discounting the same sum on his the s^d.
 John's promissory Note which the s^d. Bilead then had against
 him so as to discharge on such Note the sum afores^d and Interest
 from s^d. last day of May yet the said Bilead never entered or
 discounted said sum on s^d. Note but has compelled the said
 John to pay the whole contents of s^d. Note also for that the
 s^d. Bilead at s^d. Westfield on the last day of June last past
 being justly indebted to the s^d. John in the sum of three pounds
 four shillings and six pence for so much money by him the
 s^d. Bilead before that time had and owing to the use of the
 s^d. John, he the s^d. Bilead then and there in consideration
 thereof promised said John to pay him the same on demand
 yet the said Bilead hath never performed either of this afores^d

Looley
vs
Dillard
N^o 74

premises but unjustly neglects it to the damage of the s^d John thirty pounds, the s^d appears by John Worthington Esq his att^r and the said Dillard by Justin Ely Gent his att^r, comes in to Court and defends de se and reserving to himself the liberty of altering his plea and making a new plea on the trial of the appeal says he never signed and sealed the bond in the s^d declaration mentioned, all which he is ready to verify and thereof he prays judgment and that his costs may be awarded him - And the s^d John Looley consenting to the above reservation of the s^d Dillard says that the plea above pleaded of the s^d Dillard and the matters therein contained are an Insufficient answer to the Declaration of the s^d John Looley within contained and that he is under no necessity nor bound by the law of the Land to make any answer thereto all which he is ready to verify and thereof prays Judgment and that his damages may be adjudged to him and the said Dillard says this plea is sufficient, thereupon all and singular the premises being seen and by the Court of the Lord the thing now here fully understood for that it appears to the s^d Court that the plea afores^d of the s^d Dillard in manner and form by him above pleaded and the matters in the same contained are an Insufficient answer to the declaration afores^d of the s^d John and ought not to preclude the s^d John from having and maintaining his actions afores^d and because the s^d Dillard hath not denied in any manner the afores^d actions and plea of the s^d John, therefore it is considered that the s^d John do recover against the s^d Dillard thirty pounds of lawful money damages and cost -

the said Dillard now here by his att^r Justin Ely Gent appeals from the judgment of this Court to the Superior Court of Judicature de se to be holden at ^{Northampton} Springfield, in and for the County of Hampshire on the ^{last} ~~fourth~~ Tuesday of ^{April} ~~September~~ next and he recognises with Sureties as the Law directs for the s^d Dillard prosecuting his appeal with effect as no recognisance on file appears -

Worthington
vs
Vanhorn
N^o 75

John Worthington of Springfield in the County of Hampshire Esq Plt vs Aaron Vanhorn of s^d Springfield Yeoman Deft in a plea of Ejectment wherein he demands against s^d Aaron one Messuage viz a dwelling house and ten acres of Land on the west side of Connecticut River in s^d Springfield bounding North on the highway or common there West partly on Sam^l Ely's home lot and partly on Benjamin Ashley's Land South on Abel Cooley's Land call'd Cold Springs and Easterly on Joel Ely's Home lot being the Homestead on which said

said Aaron dwells with the Appurtenances and whereon s. John says that
 that at said Springfield on the seventh day of July in the sixth year of
 his Majesty's Prerogative the said Aaron being seized of the demanded premises
 as of his Inheritance in fee as by his Deed of that date in Court to be
 produced ^{appears} conveyed the same to Josiah Twight Esq late of s. Springfield deceased
 and the said John the P'tt to have the same to them and their Heirs in fee
 simple by virtue whereof they the s. Josiah and John then and there
 became jointly seized of the same of right and in fee taking the profits
 thereof to the value of fifty shillings by the year and afterwards in
 the life time of the said Josiah the said Aaron unjustly entered into the
 demanded premises and ejected the s. Josiah and John thereof and
 held them out thereof until the death of the s. Josiah, and by said
 Josiah's death the right to the demanded premises according to Law
 and by right of Survivorship accrued to s. John and he ought
 to have and hold the same yet the said Aaron hath unjustly with-
 held the same from s. John ever since s. Josiah's death and yet
 unjustly with holds the same to the damage of the s. John one hundred
 and seven pounds. The P'tt appears in his proper person and the
 said Aaron the three times publicly called makes default of appear-
 ance wherefore it is considered by the Court that the said
 John do recover of the said Aaron his claim and possession of the premises
 demanded and Cost of suit taxed at one pound fourteen shillings
 and eight pence and thereof he may have his Execution of force. And
 if the s. Aaron do not within two months pay to the s. John sixty
 eight pounds fourteen shillings and two pence adjudged to be due
 Ex. is. June 10th 1771

George Synthon of Springfield in the County of Hampshire Gent. P'tt vs
 Moses Miller of s. Springfield yeoman Def't in a plea of the bar for
 that the said Moses at s. Springfield on the last day of May 1770
 being justly indebted to the s. George in the sum of forty four pounds N^o 76
 for sundry wares and Merchandise by the s. George before that time
 there sold and delivered to s. Moses at his special Instance and
 request he the said Moses then and there in consideration thereof pro-
 mised said George to pay him him the same on demand yet
 said Moses hath not paid the same to the damage of the s. George
 fifty pounds The P'tt appears by John Worthington Esq his Att.
 and the said Moses by Justin Ely Gent his Att. comes here and
 moves for a continuance of this action and the P'tt not objecting it
 is considered by the Court that this action be continued and accordingly
 s. Paries have a day before the Lord the thing here untill the
 third Tuesday of May next following s. second Tuesday of Feb^y afores.

Phineas Smith of Granby in the County of Hampshire yeoman P'tt vs
 Samuel Prugg yeoman and John Prugg yeoman both of
 South Madley in s. County of Hampshire Def'ts in a plea of
 the Case for that s. Samuel and John at said Granby on the
 tenth day of August 1768 by their Note for value

Smith
vs
Huggins
N^o 77

Value received promised S^r Phinehas to pay him or his Order the sum of Nine pounds five Shillings and Eight pence lawful Money on demand with Interest till paid Yet S^r Samuel and John nor either of them have ever paid the same to the damage of the S^r Phinehas Eleven pounds. the Plt appears by Simon Strong Esq his att^r and the S^r Samuel and John the three times publicly call^d make default of appearance here therefore it is considered by the Court that the S^r Phinehas do recover against the S^r Samuel and John the sum of Nine pounds two pence two farthings lawful Money damages and cost of suit tax^d at one pound Eleven Shillings and two pence, after all which the S^r Samuel and John by their att^r John Worthington Esq come here and appeal from the Judgement of this Court to the Superior Court of Judicature &c to be holden at ^{Northampton} ~~Exeter~~, within 2 for the County of Hampshire on the ~~fourth~~ ^{last} Tuesday of ~~April~~ ^{April} next, and he recognises with Sureties as the H^{on} directs for the S^r Dist^r prosecuting the same with effect as per recognisance on file appears.

Ingram
vs
Hubbard
N^o 78

Elisha Ingram of Amherst in the County of Hampshire Yeoman Plt vs Joseph Hubbard of Sunderland in S^r County Gent Dist^r in a plea of the Case for that S^r Joseph at S^r Amherst on the first day of April 1770 by his Note for Value received promised S^r Elisha to pay him the sum of three pounds three Shillings and four pence two farthings lawful Money on demand with Interest till paid Yet the S^r Joseph hath never paid the same to the damage of the S^r Elisha five pounds. the Plt appears by Simon Strong Esq his att^r and the said Joseph the three times publicly call^d make default of appearance here therefore it is considered by the Court that the S^r Elisha do recover against the S^r Joseph three pounds six Shillings and Eight pence lawful Money damages and cost of suit tax^d at one pound Nine Shillings and Nine pence and thereof he may have his Ex Ex^{is} April 15 1771—

Smith
vs
Henry
N^o 79

Phinehas Smith of Granby in the County of Hampshire Yeoman Plt vs Samuel Henry of Thetisbury in S^r County Yeoman Dist^r in a plea of the case for that S^r Samuel at said Granby on the twenty seventh day of August 1770 by his Note of that date for value received promised said Phinehas to pay him the sum of thirty eight Shillings lawful Money on demand with Interest till paid— Also for that the S^r Samuel at S^r Granby on the same day and year by his other Note for value received promised S^r Phinehas to pay him another sum of thirty—

thirty eight shillings lawful Money on demand with Interest till paid — also for that D. Samuel at D. Granby on the same day and year by his other Note for value received promised to pay D. Phineas another sum of thirty eight shillings lawful Money on demand with Interest untill paid — also for that said Samuel at D. Granby on the same day and year by his other Note for value received promised D. Phineas to pay him seven shillings and one penny farthing lawful Money on demand with Interest till paid Yet said Samuel hath not performed his said promises or either of them to the damage of the said Phineas ten pounds. The Plt appears by Simon Strong Esq his Att. and the said Samuel the three times publickly call'd makes default of appearance here therefore it is considered by the Court that D. Phineas do recover against the D. Samuel the sum of six pounds four shillings and five pence three farthings lawful money damages and Cost of suit taxed at one pound ten shillings and eight pence and thereof he may have his Ex —
Ex id 13 April 1771 —

Josiah Moody of Amherst in the County of Hampshire Yeoman
Plt vs Samuel Henry of Shutebury in D. County Yeoman Deft
in a plea of the case for that D. Samuel at D. Amherst on the twenty third day of August 1770 by his Note of that date for value received promised D. Josiah to pay him the sum of one pound eight shillings lawful Money on demand with Interest till paid — also for that D. Samuel at D. Amherst on the same day and year by his other Note for value received promised said Josiah to pay him another sum of one pound eight shillings lawful Money on demand with Interest till paid — also for that D. Samuel at D. Amherst on the same day and year by his other Note of that date for value received promised said Josiah to pay him another sum of one pound eight shillings lawful Money on demand with Interest till paid, also for that D. Samuel at D. Amherst on the same day and year by his other Note of that date for value received promised D. Josiah to pay him another sum of one pound eight shillings lawful Money on demand with Interest for the same till paid — also for that said Samuel at said Amherst on the same day and year by his other Note for value received promised said Josiah to pay him the sum of one pound and six pence lawful money on demand with Interest till paid Yet D. Samuel hath not paid D. Josiah's sums or either of them to the damage of the said Josiah fourteen pounds. The Plt appears by Simon Strong Esq his Att. and the said Samuel the three times publickly call'd makes default of appearance here therefore it is considered by the Court that the said Josiah

Moody
vs
Henry
No 80

Moadley
vs
Henry
No 80) do recover against the said Samuel the sum of Eight pounds
seventeen Shillings and four pence lawful Money damages
and Cost of Suit tax'd at One pound Nine Shillings and
Eleven pence and thereof he may have his Ex. —
Ex is: May 3 1771 —

Gillmore
vs
Gould
No 81) Robert Gillmore of Cambridge in the County of Albany and
Colony of New York Yeoman Plt vs Jeremiah Gould of Shute-
bury in the County of Hampshire Yeoman Deft in a plea
of the case for that S. Jeremiah at said Shutebury on the
third day of June A 1767 by his Note for value receiv'd prom-
iss'd S. Robert to pay him at his Order the sum of twenty
six pounds Nine Shillings and four pence lawful Money on
or before the third day of December then next with Interest
till paid yet the S. Jeremiah hath not paid the same so
the damage of the S. Robert thirty four pounds. The Plt
appears by Simon Strong Esq his atty and the S. Jeremiah
the three times publickly call'd makes default of appearance here
therefore it is considered by the Court that the S. Robert do
recover against the S. Jeremiah thirty three pounds seven shillings
lawful Money damages and Cost of Suit tax'd at One pound
seventeen Shillings and thereof he may have his Ex. —
Ex is: April 15 1771 —

Smith
vs
Washburn
No 82) Nehemiah Smith of Greenwich in the County of Hampshire
Yeoman Plt vs Joseph Washburn late of New Braintree District
in the County of Worcester Yeoman Deft in a plea of the case for
the said Joseph at said Greenwich on the twenty sixth day of April
A 1770 by his Note for value receiv'd promiss'd said Nehemiah to
pay him the value of fifteen pounds lawful Money in good Bar
Iron at thirty Shillings by the Hundred and to deliver the same
to said Nehemiah at the Forge in New Braintree on or before the
fifteenth day of Septemb^r. then next and in case the same should
not be paid at S. time then to pay to S. Nehemiah so much
Money as the lawful Interest of S. sum should amount unto from
S. time set for payment untill the actual payment thereof
and S. Nehemiah in fact says he was always ready at S. place of
delivery to receive the same Iron off S. Joseph at S. place and
at the same price also for that S. Joseph at S. Greenwich on
the same day and year by his other Note of that date promiss'd
S. Nehemiah for value receiv'd to pay him the value of fifteen
pounds lawful Money in good refined Bar Iron at thirty Shillings
by the Hundred and to deliver the same to S. Nehemiah at
the Forge in New Braintree on or before the fifteenth day of
Septemb^r. then next and also to pay him the lawful Interest

Interest of d Sum from and after d time of payment for so long a time as the same should remain unpaid and d Nehemiah says he was always ready at d place of delivery to receive d Iron of d Joseph at d price yet d Joseph hath never performed his said promises or either of them to the damage of the d Nehemiah forty pounds the Parties appear and upon the Motion of the d Parties it is considered by the Court that they have a further day before the Lord the King here untill the third Tuesday of May next following d second Tuesday of February aforesaid.

James Gilmore of Ware in the County of Hampshire Yeoman Plt vs Elisha Church lately of Hardwick in the County of Worcester now of Pittsfield in the County of Berkshire Yeoman Def in a plea of the case for that d Elisha at said Ware on the last day of October 1767 by his Note of that date for value received promised said James to pay him or his Order the sum of six pounds six shillings lawful Money within six months next following d date with Interest till paid Also for that d Elisha at d Ware on the seventeenth day of March 1768 by his other Note of that date for value received promised said James to pay him the value of seven shillings and eight pence lawful money in good Merchantable Boards at the Market price to be delivered at Thomas Marshes Mill in d Ware by the first day of May then next and d James was always ready at d place of delivery to receive d Boards of d Elisha yet d Elisha hath not performed his said promises or either of them to the damage of the d James eight pounds the Plt appears by Simon Strong Esq his Att and the said Elisha the three times publicly called makes default of appearance here - therefore it is considered by the Court that the said James do recover against the d Elisha seven pounds nineteen shillings and eight pence three farthings lawful Money damages and Cost of Suit taxed at one pound eighteen shillings and one penny and thereof he may have his Execution.

Warham Smith of Hadley in the County of Hampshire Yeoman Plt vs James Thomson of Colrain in d County Yeoman Def in a plea of the case for that the d James at d Hadley on the ninth day of March 1769 by his Note for value received promised said Warham to pay him the value of two pounds seventeen shillings and eight pence lawful money in good Wheat at cash price and to deliver the same to d Warham on the first day of February then next and in case the same should not be so delivered on d day of payment then to pay d Warham the lawful Interest of d Sum after d day of payment and d Warham was always ready to receive d Wheat accordingly yet the d James hath in no way performed his d promise to the damage of the d Warham six pounds the Plt appears by Simon Strong Esq his Att and the said James the three times publicly called makes default of appearance here, therefore it is considered by

Smith
vs
Thomson
N^o 84 } by the Court that the said, Warham recover against the s^d. James
three pounds one Shilling and two pence lawful Money damages
and Cost of Suit taxed at one pound four Shillings and ten
pence and thereof he may have his Ex
Ex is^d. March 2 1771

French
vs
White j^r.
N^o 85 } Thomas French of Conway in the County of Hampshire Yeoman
S^t vs Simon White j^r of Hatfield in s^d. County Yeoman Deft
in a plea of the case wherein said Thomas complains and says that
at the Inferiour Court of Common Pleas holden at Northampton
within and for s^d. County of Hampshire on the third Tuesday of
March being the fifteenth day of s^d. Month in the Eighth year of
his Majesty's Prerogative (the same Court being then and there holden
by an Adjournment to that day made and ordered by the Great
and General Court of the Province of the Massachusetts Bay
in New England) he the s^d. Thomas recovered Judgment against
one Jonathan Sprague for the sum of ten pounds thirteen Shillings
lawful Money of s^d. Province for his damages and one pound six-
teen Shillings lawful Money as afores^d for his Costs of Suit, as
by Record thereof in s^d. Court remaining is manifest and
appears and on the twenty second day of August in the same year
he the s^d. Thomas sued out the a^d. Writ of Execution on the
same Judgment from the Clerk's Office of s^d. Court directed to
the then Sheriff of s^d. County of Hampshire his under Sheriff
or Deputy reciting that whereas the s^d. Thomas had recovered Judg-
ment against s^d. Jonathan as afores^d for the sums before mentioned
whereof Execution remained to be done in part viz for the sum
of three pounds seventeen Shillings and therefore commanding
that of the Goods &c of the s^d. Jonathan within their Precinct
they should cause to be paid and satisfied to the s^d. Thomas at
the value thereof in Money the same sum with three Shillings
and eight pence more for that Writ and one former Writ and
thereof also to satisfy themselves for their own fees, and for want
of Goods of s^d. Jonathan to be by him shown unto them or found
within their precincts to the acceptance of the s^d. Thomas to satisfy
the sum afores^d to take the body of the s^d. Jonathan and him com-
mit unto the Goal in Springfield in s^d. County and him detain
in their Custody within s^d. Goal untill he should pay the full sum
above mentioned with their fees or be discharged by s^d. Thomas or
otherwise by Order of Law and to make return of that Writ or
into the Inferiour Court of Common Pleas then next to be holden
at Springfield within and for s^d. County of Hampshire on the
last Tuesday of August, which Writ the s^d. Thomas at s^d. Springfield
on the same twenty second day of August delivered to the said
Simon White then and during one year next following being
a deputy Sheriff under Oliver Partridge Esq late Sheriff of
s^d. County in due form of Law to be Executed, and afterwards

The said Simon White by Collation between himself and the s^r Jonathan Sprague recited the whole turns so commanded to be levied by the same Execution to wit on the twenty fifth day of the same August at Springfield afores^d by force of the same Writ of Execution, but has never paid the same or any part thereof to the s^r Thomas who often requested nor ever made any Return of s^d Writ or his doings therein as s^d Writ commanded him to the s^r Inferior Court whereby the s^r Thomas has lost the whole turns expressed and commanded to be levied in s^d Execution all which is to the damage of the s^r Thomas Unpou^d the s^r appears by Simon Strong Esq^r his Att^r and the within named Simon comes and defends & as a for plea says that he is not guilty in manner and form as the s^r in his declaration hath alleg^d and thereof puts himself on the Country and the s^r Thomas likewise, afterwards the s^r Thomas being three times publickly called in Nonsuit and the s^r moves for Cost therefore it is Connec^t by the Court that the s^r Simon do recover against the s^r Thomas his Cost tax^d at fifteen shillings and thereof he may have his Ex^{ce} th 5 March 1771—

Hugh Johnston of Pelham in the County of Hampshire German s^r John s^r or
 s^r vs Richard Grouth Graham of s^d Pelham s^r s^r or
 in a plea of the case for that said Richard at s^d Pelham on the
 the eighteenth day of February D 1765 by his Note of that date
 for value reciv^d promised s^d Hugh to pay him the sum of twenty
 pounds ten shillings and four pence lawful Money on or before
 the first day of April then next with Interest till paid —
 also for that s^d Richard at said Pelham on the tenth day
 of April D 1768 by his other Note of the same date for value
 reciv^d promised s^d Hugh to pay him the sum of ten pounds
 lawful Money on demand with Interest till paid — also
 for that said Richard at s^d Pelham on the twenty sixth day
 of November D 1769 by his other Note of that date for value
 reciv^d promised s^d Hugh to pay him the sum of nine pounds
 ten shillings lawful Money on demand — also for that s^d
 Richard Grouth at s^d Pelham on the twenty Ninth day
 of November D 1770 by his other Note of that date for value
 reciv^d promised s^d Hugh to pay him or his Order the sum of
 ten pounds Nineteen shillings and five pence on demand
 with lawful Interest till paid — also for that said Richard
 at s^d Pelham on the twentieth day of June D 1769 by
 his other Note of that date for value reciv^d promised s^d
 Hugh to pay him or his Order the sum of three pounds
 fifteen shillings on or before the first day of October then next
 with Interest after time of payment. yet s^d Richard
 Grouth Graham hath never performed either of his s^d promises
 to the damage of the said Hugh Twenty pounds. The s^r appears
 by Simon Strong Esq^r his Att^r and the said

Johnston } said Richard the three times publickly call'd makes default of
Graham } appearance here therefore it is considered by the Court that the
No 86 } said Hugh recover against the d. Richard sixty four pounds
two shillings and five pence halfpenny lawful Money damages and
Cost of Suit tax'd at One pound thirteen Shillings and six
pence and thereof he may have his Ex
Ex id Feby 25th 1771

M^r Goldough } Robert M^r Gulluck of Pelham in the County of Hampshire
vs } yeoman Plt vs Richard Grouch Graham of d. Pelham Gluck
No 87 } Deft in a plea of the fact for that the d. Richard Grouch
at said Pelham on the twenty second day of March 1769
by his Note of that date for value reciev^d promised d. Robert
to pay him or his Order Six pounds lawful Money within
twelve Months with Interest after d. twelve Months --
also for that d. Richard Grouch at d. Pelham on the same
twenty second day of the same March by his other Note of that
date for value reciev^d promised d. Robert to pay him two pounds
one penny lawful Money on demand with Interest till paid
But d. Richard Grouch hath never performed his d. promises
or either of them to the damage of the d. Robert ten pounds
The Plt appears by Simon Strong Esq his Att. and the said
Richard Grouch the three times publickly call'd makes
default of appearance here therefore it is considered by the
Court that the d. Robert do recover against the d. Richard
Grouch Eight pounds ten Shillings and Eleven pence three
farthings lawful Money damages and Cost of Suit tax'd at
One pound twelve Shillings and four pence and thereof he
may have his Ex
Ex id Feby 26th 1771

Henry } Samuel Henry of Shutebury in the County of Hampshire
vs } yeoman Plt vs John Prugg of South Madley in d. County
Prugg } yeoman Deft in a plea ^{that} for d. John owes to d. Samuel
No 88 } thirty pounds lawful Money of the Province of the Massachusetts
Bay in New England which to him he owes and from him
unjustly detains and whereon d. Samuel says that d. John
at d. Shutebury on the twenty fifth day of August 1770
by his the d. John's Word bound himself to d. Samuel in the
d. sum of thirty pounds lawful Money as afores. to be paid
to d. Samuel on demand But d. John who often requested hath
never paid the same to the damage of the d. Samuel thirty
pounds The Plt appears by Simon Strong Esq his Att.
and the d. John the three times publickly call'd makes
default of appearance here therefore it is considered by

by the Court that the said Samuel do recover against the d. John five pounds
one shilling and three pence lawful Money ~~damages~~ and Cost of suit
taxed at one pound nine shillings and ten pence - after all which
the d. John by John Worthington Esq his att. comes here and appeals from
the Judgment of this Court to the Superior Court of Judicature to
be holden at ^{Northampton} ~~Springfield~~ within and for the County of Hampshire on
the ~~fourth~~ ^{last} Tuesday of ~~September~~ ^{April} next and he recognises with Curties as
the law directs for the d. John's prosecuting the same with effect as
pro. recognizance on file appears.

Jonah Moody of Amherst in the County of Hampshire Yeoman Moody
vs
Gundem
N^o 89
Plt vs John Rugg of South Hadley in d. County Yeoman Deft
in a plea of the case for that d. John at d. Amherst on the thir-
teenth day of April 1770 by his Note for value reciev^d promised
one Solomon Boltwood to pay him or his Order Nine pounds seven
shillings lawful Money by the first day of October then next with
Interest till paid and afterwards to wit on the second day of October
last past at Amherst aforesaid the said Solomon by his Enforcement on
d. Note ordered the contents of d. Note (then wholly due) to be paid
to d. Jonah for value reciev^d of all which the d. John there instantly
had notice and so became chargeable in Law to pay d. Contents
to d. Jonah the Plt according to the tenor of d. Note and then and
there in Consideration thereof promised d. Jonah to pay him the same
accordingly yet d. John hath never paid the same to the damage
of the d. Jonah twelve pounds, the Plt appears by Simon Strong
Esq his att. and the d. John the three times publicly called makes
default of appearance here therefore it is Considered by the Court
that the d. Jonah do recover against the said John Nine pounds fifteen
shillings and Eight pence lawful Money damages and Cost of suit
taxed at one pound nine shillings and ten pence, after all which the
d. John by John Worthington Esq his att. comes here and appeals
from the Judgment of this Court to the Superior Court of Judi-
cature to be holden at ^{Northampton} ~~Springfield~~ within and for the County
of Hampshire on the ~~fourth~~ ^{last} Tuesday of ~~September~~ ^{April} next and he
recognises with Curties as the law directs for the d. John's pro-
suing the same with effect as pro. recognizance on file appears.

Edward Hibbe jun^r of Farnham in the County of Hampshire Yeoman Hibbe
vs
Snow
N^o 90
Plt vs Samuel Snow of Ashfield in d. County Yeoman Deft
in a plea of the case for that the said Samuel at Springfield in d.
County on the ninth day of August 1770 by his Note for value
reciev^d promised said Edward to pay him ten pounds lawful Money
by the first day of October then next with lawful Interest till
paid, yet the d. Samuel hath not paid the same to the damage
of the d. Edward fifteen pounds, the Plt appears by Jonathan Bliss Esq
his att. and the d. Samuel the three times publicly called makes
default of appearance here therefore it is Considered by the Court
that the d. Edward do recover against the d. Samuel ten pounds six shillings
and three pence lawful Money damages and Cost of suit taxed at
two pounds four pence and thereof the may have his Ex
Ex^o Feb^r 10 1771

Davis
vs
Spelman
N^o 91

William Davis of Windsor in the County of Hartford and Colony of Connecticut Yeoman Plt vs Thomas Spelman of Granville in the County of Hampshire Yeoman Deft in a plea of the case for that the s^d Thomas on the eighth day of June - 1769 at s^d Granville by his Note for value received promised the s^d William to pay him four pounds ten Shillings Money & within one year from that time with Interest for the same till paid yet the s^d Thomas hath not paid the same to the damage of the s^d William Nine pounds, the Plt appears by Jonathan Bliss ^{Esq} his Att^r and the s^d Thomas the three times publickly called makes default of any answer here therefore it is considered by the Court that the s^d William do recover against the said Thomas four pounds nineteen Shillings and one penny two farthings lawful Money damages and Cost of Suit taxed two pounds two Shillings and four pence and thereof he may have his Ex
Ex is May 31 1771

Dwight
vs
Nash
N^o 92

Jonathan Dwight of Springfield in the County of Hampshire Shopkeeper Plt vs Elisha Nash of Granby in s^d County Yeoman Deft in a plea of the case for that the s^d Elisha at s^d Springfield on the twenty second day of August 1768 by his Note for value received promised the s^d Jonathan and one Josiah Dwight then living but since deceased and whom the s^d Jonathan hath survived to pay them or Order Ninety Nine Shillings and four pence lawful Money on demand with Interest till paid, yet the s^d Elisha hath never paid the same to the s^d Jonathan or Josiah in his life time or to the s^d Jonathan since the death of s^d Josiah to the damage of the s^d Jonathan five pounds, the Plt appears by Jonathan Bliss ^{Esq} his Att^r and the said Elisha the three times publickly called makes default of appearance here therefore it is considered by the Court that the s^d Jonathan do recover against the s^d Elisha two pounds five Shillings and one penny lawful Money damages and Cost of Suit taxed at one pound twelve Shillings and eight pence and thereof he may have his Ex
Ex is March 22 1771

Dwight Esq & s^r
vs
Smith
N^o 93

John Worthington Esq Charles Pyncheon Physicians Jonathan Dwight Shopkeeper and Elizabeth Dwight Widow all of Springfield in the County of Hampshire Executors of the last Will and Testament of Josiah Dwight late of s^d Springfield Esq deceased Plt vs Eleathan Smith of Granville in s^d County Yeoman Deft in a plea of the case for that the said Eleathan at said Springfield on the first day of July - 1766 by his Note under his hand for value received promised the s^d Josiah then living to pay him or Order Ninety Eight Shillings and seven pence lawful Money on demand with Interest till paid, yet the s^d Eleathan hath not paid the same either to the s^d Josiah in his life time nor to s^d Plt^s since his decease to the damage of the s^d Plt^s five pounds, the Plt^s appear by Jonathan Bliss ^{Esq} their Att^r and the s^d Eleathan the three times publickly called makes default of appearance here

here therefore it is considered by the Court that the d. & M. do recover against the d. Eliphaz two pounds nine shillings and two pence one farthing lawful Money damages and Cost of Suit taxed at one pound sixteen shillings and four pence and thereof he may have their Ex — Ex is March 22 1771

Daniel Livermore of Wrentham in the County of Hampshire Yeoman Plt vs Eliphaz Allen of Wrentham in the County of Dorset Yeoman Dft in a plea of the case for that d. Eliphaz at Wrentham on the twenty fifth day of July 1768 by his Note for value received promised d. Daniel to pay him nine pounds lawful Money on demand with Interest till paid yet the d. Eliphaz tho often requested hath not paid the same to the damage of the d. Daniel fifteen pounds no Entry — Quod non mittatur.

Livermore vs Allen
No 94

Richard Woolworth of Springfield in the County of Hampshire Yeoman Plt vs Nathaniel Gilbert of Springfield Yeoman Dft in a plea of the case for that the said Nathaniel at d. Springfield on the eighteenth day of May 1769 by his Note for value received promised d. Richard to pay him four pounds thirteen shillings and eleven pence lawful Money on demand with Interest till paid yet the d. Nathaniel hath not paid the same to the damage of the d. Richard eight pounds, the Plt appears by Jonathan Ship Esquire his att. and the d. Nathaniel tho three times publicly called makes default of appearance here therefore it is considered by the Court that the d. Richard do recover against the d. Nathaniel the sum of five pounds three shillings and seven pence one farthing lawful Money damages and Cost of Suit taxed at one pound sixteen shillings and three pence and thereof he may have his Ex — Ex is March 22 1771

Woolworth vs Gilbert
No 95

Luke Bliss of Springfield in the County of Hampshire Gent: Plt vs Ruben Lilly of Wrentham in d. County Yeoman Dft in a plea of the case for that the d. Ruben at d. Springfield on the fifteenth day of January 1771 being indebted to the d. Luke in the sum of two pounds eight shillings and nine pence lawful Money according to the Account so the Plt. Wit. Signed by the d. Ruben then and there in consideration thereof promised d. Luke to pay him the same on demand yet the d. Ruben hath not paid the same to the damage of the d. Luke six pounds, the Plt appears by Jonathan Bliss Esquire his att. and the d. Ruben tho three times publicly called makes default of appearance here therefore it is considered by the Court that that the d. Luke do recover against the said Ruben the sum of two pounds eight shillings and nine pence lawful Money damages and Cost of Suit taxed at one pound sixteen shillings and four pence and thereof he may have his Execution.

Bliss vs Lilly
No 96

Ex is. 22 March 1771

Wyman
vs
Cooly
N^o 97

John Wyman of Cambridge in the County of Middlesex Yeoman
Plt vs Caleb Cooly of Springfield in the County of Hampshire Yeoman
Def't in a plea of the case for that the s^d Caleb at s^d Springfield
on the twenty eighth day of March 1770 by his Note for value
received promised the s^d John to pay him or Order six pounds
thirteen shillings lawful Money in six months from that time
with Interest till paid yet the s^d Caleb hath not paid the same
to the damage of the s^d John twelve pounds. The Plt appears
by Jonathan Ship ^{Esq^r} his att^r and the s^d Caleb the three
times publicly call^d makes default of appearance here therefore
it is considered by the Court that the s^d John do recover against
the s^d Caleb the sum of seven pounds two farthings lawful
Money damages and Cost of Suit taxed at two pounds fifteen
shillings and eight pence and thereof he may have his Ex-
Ec is^d March 5th 1771 —

Towler
vs
Moor
N^o 98

Bilead Towler of Northfield in the County of Hampshire Yeoman
Plt vs James Moor of s^d Northfield Yeoman Def't in a plea of
the case for that s^d James at s^d Northfield on the fourth day of August
1769 by his promisory ^{note} of that date for value received promised
the s^d Bilead to pay him the sum of six pounds twelve shillings
and seven pence on demand with up &c till paid yet s^d James
hath never paid the same to the damage of the s^d Bilead ten pounds
The Plt appears by Justin Ely Gent his att^r and the s^d James
the three times publicly call^d makes default of appearance here
therefore it is considered by the Court that the s^d Bilead recover
against the s^d James seven pounds five shillings and seven pence
lawful Money damages and Cost of Suit taxed at one pound
fifteen shillings and four pence and thereof he may have his Ex-
Ec is^d March 5th 1771 —

Thathan
vs
Smith
N^o 99

John Thathan of Galloway in the County of Chester and Colony
of N^y York Gent. Plt vs Thomas Smith late of Springfield in the
County of Hampshire Yeoman Def't in a plea of the case for that
said Thomas at s^d Springfield on the eighteenth day of Feb^r
1767 by his Note of that date for value received promis^d said
John six pounds six shillings and six pence lawful Money
at or before the first day of June then next with Interest till paid
yet s^d Thomas hath never paid the same to the damage of the
s^d John eight pounds. The Plt appears by Justin Ely Gent
his att^r and the s^d Thomas the three times publicly call^d
makes default of appearance here therefore it is considered by the
Court that the s^d John do recover against the s^d Thomas
the sum of seven pounds sixteen shillings and nine pence
lawful Money damages and Cost of Suit taxed at two
pounds six shillings and two pence and thereof he may
have his Ex- Ec is^d 5th March 1771 —

Bildad Fowler of Westfield in the County of Hampshire Yeoman
Plt vs Noadiah Shaward of Granville in S. County Yeoman Deft
in a plea of the Case for that S. Noadiah at S. Westfield on the
tenth day of August 1769 by his Note of that date for value
received promised S. Bildad to pay him the sum of four pounds
fourteen shillings and eight pence with interest till paid
yet S. Noadiah hath never paid the same so the damage
of the said Bildad six pounds, the Plt appears by Justice Ely
Gent his Att. and the said Noadiah three times publicly
called makes default of appearance here therefore it is considered
by the Court that the S. Bildad do recover against the said
Noadiah five pounds three shillings and two pence lawful
money damages and cost of suit taxed at one pound fifteen
shillings and eight pence and thereof he may have his Ex-
Ec is March 5th 1771

Fowler
vs
Shaward
N^o 100

Bildad Fowler of Westfield in the County of Hampshire Yeoman
Plt vs Job Stiles jun^r of Granville in S. County Yeoman Deft
in a plea of the Case for that the said Job at S. Westfield on
the last day of October 1770 being justly indebted to the Plt
the sum of Eighteen pounds lawful money to balance Book Accounts
for divers Goods Wares and Merchandise by the S. Bildad there before
that time sold and delivered to the S. Job at his special Instance
and request, in consideration thereof S. Job then and there affirmed
on himself and faithfully promised the Plt to pay him the same
on demand yet S. Job hath never paid the same so the damage
of the S. Bildad Nineteen pounds, the Plt appears by Justice Ely
Gent his Att. and the S. Job by John Phelps Gent his Att. comes
and defends &c and reserving liberty to himself of giving any special
matter in Evidence under the General Issue pleads and says that
he never promised in manner and form as the Plt within hath
alleged against him and thereof puts himself on the Country
and the within named Bildad Fowler reserving to himself the liberty
of altering this plea at the trial of the appeal and also consenting
to the reservation of the S. Job Stiles, says that the plea of the above
Job Stiles and the matters therein contained are an Insufficient Answer
to the Plt's declaration and that he is not bound by the Law of the
Land to make any Answer thereto all which the S. Bildad is ready
to averify and thereof he prays Judgment and Judgment for his Cost
and the S. Job Stiles jun^r consenting to S. Bildad's reservation says
his plea above pleaded is sufficient thereupon all and singular the premises
being viewed and by the Court of the S. Lord the thing now here fully understood for
that it appears to the S. Court now here that the plea afores^d of the S. Job the Deft by him
in manner and form afores^d pleaded and the matter therein contained is a good and a sufficient answer
in Law to the declaration afores^d of the said Bildad and that he ought not to receive anything upon
his plea afores^d, therefore it is considered that the S. Bildad by his plea afores^d receive
nothing but that for his Counsel's claim he be in money &c it is also considered that
the S. Job do recover against the S. Bildad costs for defending the suit of the S. Bildad
the Plt by his S. Att. viz Justice Ely above named appeals from the Judgment
of this Court to the Superior Court of Judicature &c to be holden at ^{Northampton} ~~Granville~~
within and for the County of Hampshire on the ^{next} ~~fourth~~ Tuesday of ~~October~~ ^{April} next
and he obliges with sureties as the Law directs for the S. Bildad's
prosecuting the appeal with effect as by the S. Recognizance on file appears.

Idem
vs
Stiles
N^o 101

Fowler
vs
Loomis
N^o 102

Beildad Fowler of Westfield in the County of Hampshire Yeoman
Plt vs Israel Loomis of Westfield in S. County Yeoman Deft
in a plea of the case for that S. Israel at S. Westfield on the last day
of October 1770 being justly indebted to the said Beildad the sum
of three pounds ten shillings lawful Money to Beildad for
accounts for divers Goods Wares and Merchandise there before that
time sold and delivered to the S. Israel by the S. Beildad at his the
S. Israel's special Instance and request, for Consideration thereof
S. Israel then and there affirmed on himself and faithfully promised
the Plt to pay him S. Sum on demand yet S. Israel the after
requested hath not paid the same to the damage of the S. Beildad four
pounds, the Plt appears by Justin Ely Gent his att. and the
Deft by John Phelps Gent his att. and upon the motion
of the S. Parties it is Considered by the Court that
the S. Parties have a further day before the Lord the
thing here untill the third tuesday of May next fol-
lowing S. second tuesday of February above.



N^o 103 }
Clark
vs
Steward
N^o 104

Roger Newbury vs Simon Allen No Wit.
Samuel Clark of Morningside in the County of Hartford and Colony
of Connecticut Colerke Plt vs Archibald Steward of Groanville in
the County of Hampshire Yeoman Deft in a plea of the case for that
S. Archibald at S. Northampton on the last day of December 1770 being
justly indebted to the S. Samuel the sum of three pounds Eleven shil-
lings and three pence two farthings lawful Money to Beildad for
accounts for divers Goods Wares and Merchandise there before that
time sold and delivered by the S. Samuel to the S. Archibald at his
special Instance and request, in Consideration thereof S. Archibald then
and there affirmed on himself and faithfully promised the Plt to pay him
the same Sum on demand yet S. Archibald hath not paid the same
to the damage of the S. Samuel four pounds, the Plt appears by
Justin Ely Gent his att. and the S. Archibald the three times pub-
licly called makes default of appearance here therefore it is Considered
by the Court that the S. Samuel do move against the said
Archibald the sum of three pounds Eleven shillings and three

nine two farthings lawful Money damages and Cost of Suit
and at two pounds ten Shillings and eight pence and thereof
he may have his Ex

Ex it May 2^d 1771

Comfort Sage of Middletown in the County of Hartford and Co-
lony of Connecticut Yeoman Plt vs Richard Austin of Spring-
field in the County of Hampshire Yeoman Deft in a plea of Not
Guilty for that R. Richard at S. Middletown in S. Springfield on
the second day of November 1767 by his Note of that date
for value received promised the S. Comfort to pay him or order the
sum of ten Pounds sixteen Shillings and one penny lawful Money
on demand with Interest till paid, on which S. Note has been
paid and Indorsed the sum of six pounds and three pence being
part of the Contents, yet S. Richard hath never paid the residue
to the damage of the S. Comfort Nine pounds, the Plt being
appears by Justly &c his att. - They signed the three times publicly called to come into Court
three times publicly called to come into Court
doth not come but makes default of appearance here - Therefore it is considered by the Court
doth not come but makes default of appearance here - Therefore it is considered by the Court
of lawful money damages and two pounds and eight shillings allowed him with his exp
for the Costs of this Suit & thereof he may have his Ex it March 1st 1771 -

Page
vs
Austin
No 105

Noah Wall vs John Moor no writ

Comfort Sage of Middletown in the County of Hartford and
Colony of Connecticut Yeoman Plt vs Joseph Bailey of Cheshire
field in the County of Hampshire Yeoman in a plea of
Not Guilty for that S. Joseph at Northampton in S. County
of Hampshire on the nineteenth day of April 1770 by his
Note of that date for value received promised the S. Comfort to pay
him or his order One hundred and forty two pounds ten Shillings
within six months with Interest till paid on which S. Note
has been paid the sum of Ninety one pounds four shillings
and nine pence one farthing being part of the Contents of
S. Note which is Indorsed whereon yet S. Joseph hath never
paid the residue to the damage of the S. Comfort Eighty
pounds, the Plt the three times publicly call is Non suit
and the Deft likewise defaulted.

Sage
vs
Bailey
No 107

Hazekiah Day of Springfield in the County of Hampshire
Yeoman Plt vs Jonathan Hale of Springfield in S. County Yeoman Deft
in a plea of the Case for that S. Jonathan at S. Springfield on the Eleventh
day of August 1768 by his Note of that date for value received pro-
mised S. Hazekiah to pay him Twenty pounds on or before the Eleventh
day of August then next with Interest till paid yet S. Jonathan hath
never paid S. Day to the damage of the S. Hazekiah twenty four pounds
the Plt appears by Justly &c his att. and the S. Jonathan
the three times publicly called makes default of appearance here, there-
fore it is considered by the Court that S. Hazekiah recover against
the S. Jonathan the sum of twenty pounds one Shilling and nine pence
lawful Money damages and Cost of Suit Tax at one pound sixteen
shillings and six pence and thereof he may have his Ex

Day
vs
Hale
No 108

Bagg
vs
Bond
N^o 109
Ebenezer Bagg jun^r of Springfield in the County of Hampshire Yeoman Plt vs Edward Bond of Brimfield in sd County Yeoman Deft in a plea of the Case for that sd Edward at sd Springfield on the sixteenth day of Feb^y 1770 by his Note of that date for Value recd^d promised said Ebenezer to pay him the just Sum of Twenty pounds Ten shillings within one Month from the date of sd Note with Interest after the time of payment untill paid yet sd Edward hath never paid the same to the damage of the sd Ebenezer twenty five pounds The Plt appears by Justin Ely Gent his Att^y and the sd Edward the three times publicly call^d makes default of appearance here, therefore it is considered by the Court that the sd Ebenezer do recover against the said Edward the Sum of Eight pounds Ten shillings and six pence two farthings lawful Money damages and Cost of Suit taxed at one pound fourteen shillings and eight pence and thereof he may have his Ex
Ex is. March 5th 1771

Thent
vs
Gundem
N^o 110
Ruggles Thent of Springfield in the County of Hampshire Gent Plt vs Edward Bond of Brimfield in sd County Yeoman Deft, in a plea of the case for that sd Edward at said Springfield on the first day of March 1770 by his Note of that date for Value recd^d promised the sd Ruggles to pay him twenty Nine pounds lawful Money in one Month from the date of sd Note with Interest from the time of payment untill paid which time of payment is long since past yet sd Edward hath never paid the same nor any part thereof to the damage of the sd Ruggles thirty five pounds, The Plt appears by Justin Ely Gent his Att^y and the sd Edward the three times publicly call^d makes default of appearance here, therefore it is considered by the Court that the sd Ruggles do recover against the sd Edward twenty six pounds Eleven shillings and six pence two farthings lawful Money damages and Cost of Suit taxed at one pound fourteen shillings and eight pence and thereof he may have his Ex
Ex is. March 5th 1771

Bagg
vs
Leonard
N^o 111
Ebenezer Bagg jun^r of Springfield in the County of Hampshire Yeoman Plt vs Joseph Leonard jun^r of sd Springfield Gent. Deft in a plea of the case for that sd Joseph at sd Springfield on the fourteenth day of June 1770 by his Note of that date for Value recd^d promised the sd Ebenezer to pay him or order on demand the Sum of Ten pounds fourteen shillings and seven pence with Interest till paid yet sd Joseph the often thereto requested hath never paid the same to the damage of the sd Ebenezer fourteen pounds, The Plt appears by Justin Ely Gent his Att^y and the sd Joseph the three times publicly call^d makes default of appearance here, therefore it is considered by the Court that the sd Ebenezer do recover against the sd Joseph the Sum of Eight pounds two shillings and six pence three farthings lawful Money damages and cost of Suit taxed at one pound fifteen shillings and six pence and thereof he may have his Ex - Ex is. 5th March 1771

Fowler
vs
Martin
N^o 112
Bilhad Fowler of Wotfield in the County of Hampshire Yeoman Plt vs James Martin of sd Wotfield Yeoman Deft in a plea of

of the case for that said James at St. Westfield on the first day of May 1769 by his Note of that date for value received promised to pay him the sum of Eight pounds fourteen shillings and nine pence on demand with Interest till paid Yet the said James the after several requisites hath never paid the sum or Interest so the damage of the said Defted nine pounds ten shillings, the Plt appears by Justice Glyn Gent his att^y and the said James the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Defted do recover against the said James the sum of nine pounds one shilling and eleven pence lawful Money damages and Cost of suit taxed at one pound fourteen shillings and four pence and thereof he may have his Ex
Ex is. March 5th 1771

Jonathan Shepard of Woburn in the County of Hampshire Yeoman Plaintiff vs Thomas Easton of Westfield in said County Yeoman Deft in a plea of the case for that said Easton at Northampton in the County of Northampton on the tenth day of June 1768 by his Note of that date for value received promised the said Jonathan to pay him the sum of six shillings lawful Money on demand and also for that he the said Easton at St. Westfield on the tenth day of July 1769 by his other Note of that date for value received promised the said Jonathan to pay him or his Order two pounds and eleven shillings on demand with lawful Interest till paid Yet the said Easton hath not performed either of his said promises so the damage of the said Jonathan the sum of seven pounds the Plt appears by John Phelps Gent his att^y and the said Easton the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Easton the sum of three pounds one penny lawful Money damages and Cost of suit taxed at one pound eighteen shillings and six pence and thereof he may have his Ex
Ex is. 5th May 1771

Shepard
vs
Easton
N^o 113

Nicholas Holbrooke of Brimfield in the County of Hampshire Blacksmith Plaintiff vs Benjamin Bond of St. Brimsfield Yeoman Deft in a plea of trespass on the case for that the said Benjamin on the twentieth day of May 1769 at Northampton in the County of Northampton by his Note of that date promised to pay to the said Nicholas the sum of two pounds seven shillings and three pence on demand with Interest till paid being for value received. Also for that the said Benjamin at St. Northampton afterwards do wit on the first day of January 1770 being indebted to the said Nicholas in the sum of three pounds five shillings and four pence according to the account is the Plt writ annexed promised to pay the same sum to the said Nicholas upon demand Yet the said Benjamin hath not paid the same sum, so the damage of the said Nicholas ten pounds, the Plt appears by Joshua Hyiam Esq his att^y and the said Benjamin the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Nicholas do recover against the said Benjamin the sum of three shillings and one penny lawful Money damages and Cost of suit taxed at two pounds and four pence and thereof he may have his Ex
Ex is. March 15th 1771

Holbrooke
vs
Bond
N^o 114

N^o 115 } Nathaniel Gale & co Writ returned

N^o 116 } Joseph Smith one of the Administrators on the Estate of Elijah Smith late of Belchertown in the County of Hampshire Gent^l deceased represents to this Court that the Debts which the deceased owed at the time of his death exceed the Value of his personal Estate the Sum of Sixty one pounds six shillings and three pence, and prays leave to make sale of so much of the real Estate as to pay that sum and Charges on it is thereupon ordered that the Administrators on the Estate of the deceased be and hereby are Authorized to make sale of so much of the real Estate of the d^o. Elijah Smith deceased as shall produce the sum of Sixty six pounds six shillings and three pence lawful Money they observing the directions of the law in making such Sale.

Hampshire s^h s^h Lent Day of Feby. 1771
Mess^{rs} Samuel Fowler of Westfield and Pierpont Edwards now resident at Northampton were by the Justices of the Inferiour Court & admitted to practice as Attornies in the d^o. Court and took the Oath by the Law of this Province appointed to be taken by Attornies before the Court.

The foregoing Judgments Orders Appeals &c above^d. being made and entred up in manner aforesaid the said Court was adjourned without Day

Att^r W^m Williams Clerk

Hampshire per Anno Regni Regis Georgii Tertii
Magna Britaniae Franciae et Hiberniae
unigenito.

At the Inferiour Court of Common Pleas
holden at Springfield within and for the Coun-
ty of Hampshire on the third day of
May, being the twenty first day of said Month
Anne Domini One thousand seven hundred
and Seventy One.

Present
Israel Williams . . . Esq
Oliver Parkridge . . . Esq
Timothy Dwight . . . Esq
Thomas Williams . . . Esq
Justices of the Court

Jury of Trials
sp^{ts} { William Mobbins foreman
Benjamin Mobbins jun^r
David . . . White
Jⁿ { Ebenezer Strong
Elias Lyndan Jun^r
J^{rs} Daniel White
Stephens Fowler
Joseph Moor jun^r
do do Trustram Davis
Pat Thomas M^r Glenethan jun^r
W^l Aaron Alford
M^r Richard Bishop

John Ditch of Malford in the County of Hampshire Yeoman Plt
vs Elisha Thing of s^d Malford Yeoman Def^t in a plea of Trespass
on the case set as at large on Record heretofore, the Plt appearing by Jo-
seph Hawley Esq his Att^r and the Def^t appearing to whom this case and
all other proper Book Accounts of the s^d Parties were referred now
return their Award in these Words viz We the subscribers being
appointed by the within Order of Court to settle and determine
all Controversies subsisting between John Ditch Plt and Elisha
Thing Def^t upon their proper Book Accounts Accordingly we met together
on the 1st day of this Instant May the Parties being present and upon
hearing their pleas and allegations we find and are of the Opinion that
the s^d John Ditch Plt ought to recover of the s^d Elisha Thing Def^t
the sum of one pound and seven pence lawful Money with Cost of
Court and the s^d Def^t pay the Cost of this Arbitration viz the sum
of ten Shillings lawful Money.

Cont^d on
Ditch
vs
Thing

Malford May 26th 1771

Sires Graves
Sam^l & Sons
John Hastings

Therefore it is Considered by the Court that the s^d John do recover
against the s^d Elisha the sum of one pound seven pence lawful Money
damages and Cost of Suit and at two pounds four shillings
and Eleven pence and More if he may have viz Ex-
Ex is August 8th 1771

Allen } Abel Allen of South Brimfield in the County of Hampshire Yeoman
vs }
Hoar } Plt vs Charles Hoar of Brimfield in S. County Yeoman Deft
in a plea of the Case &c as at large on record herebefore, The Plt the
three times publicly called is Nonfuit and the Deft likewise
Defaulted.

Brooks } Joseph Brooks of Brimfield in the County of Hampshire Yeoman
vs }
Robinson } Plt vs James Robinson of New Braintree District in the County of
Worcester Yeoman Deft in a plea of the Case &c as at large on
record herebefore, The Plt appears by Joshua Upham Esq his Att^r and
the D. James comes and defends &c and pleads and says that he never
promised the Plt as he in his declaration hath alleged and thereof puts
himself on the Contry and the Plt likewise thereupon the Jurors ac-
cording to the force form and effect of the Statutes in this Case made
and produced at this time returne and Impanell'd being demaund
likewise come, who to say the truth concerning the premises being
duly sworn declare upon their Oath that the D. Deft never
did promise as the Plt in his declaration hath alleged, therefore it
is considered by the Court that the D. James do recover against
the D. Joseph his Cost of his Oath at Eight pence Eight Shilling
and six pence. after all which the Plt comes here by Esq^r Att^r Joshua
Upham Esq and appeals from the Judgement of this Court to the
superior Court of Judicature &c to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of Septem-
ber next and he recognizes with Sureties as the Law directs for the
D. Joseph prosecuting the same with effect as per recognizance on
file appears.

Purcell } Ezekiel Purcell of Plainfield in the County of Windham in the Colony
vs } of Connecticut Gent by his Att^r Elias Farr Complains &c as at large
Fitch } on record herebefore, Daniel Hitchcock of Northampton in the County of
Hampshire Gent, Att^r and Agent of William Fitch lately of the New-
Plantation called Number five lying partly in the County of Hampshire and
partly in the County of Berkshire Gent an Absent and absconding debtor
now comes into Court by John Worthington Esq his Att^r and declares
as per Affidavit on file, and the Parties being heard it appears to
the Court that D. Hitchcock Att^r &c had no Effects or Credits of the
D. Fitch in his hands at the time of the service of the Plt's Writ
and that the Action ought not to be sustained, but also considered by
the Court that the Plt recover Costs - taxed at Sixteen Shilling
and six pence

Sacket } Abigail Sacket of Woffield in the County of Hampshire Widow Plt
vs }
Sacket } Ephraim Sacket of Pittsfield in the County of Berkshire Yeoman Deft
in a plea &c as at large on record herebefore the Parties appear and
the Deft moves for the Continuance of the Action by Simon Strong Esq
that he may have Opportunity to make a replication and the Plt
by his Att^r agreeing thereto, It is ^{therefore} considered by the Court that this

This Action be continued and accordingly. The Parties have a day before the Lord the Thursday next following the last day of August next following & third day of May aforesaid.

John Leavit of Welford in the County of Northampton Gent Plt vs Abimaas Easton of Welford in the County of Northampton Esq Deft in a plea of the last &c as at large on record heretofore referred to as heretofore and Easton continued under the same rule.

Samuel Taylor the son of Springfield in the County of Northampton Esq Plt vs John Phelps of Welford in the County of Northampton Esq Deft in a plea of the last &c as at large on record heretofore referred to as heretofore and Phelps continued under the same rule. The Plt appears by Moses Bliss Esq his att. and the D. John by Joseph Hawley Esq his att. comes in to Court and defends the plea &c and prays Judgment of the declaration of the Plt writ because the writ that the D. declaration and the matters therein contained are insufficient in Law for the within named Samuel Taylor to maintain his D. action against him the D. John to which declaration the said John is under no necessity or in any wise bound by the Law of the Land to answer and that he is ready to verify the same for want of a sufficient declaration in this case the D. John prays Judgment of the D. declaration and that the same may be quashed and the D. Samuel says this ^{Declaration} is sufficient. Thereupon all whereupon the parties have put themselves upon the issue of the Law and singular the premises being seen and by the Court of the Lord the thing now here fully understood for that it appears to the D. Court that the D. declaration and the matters therein contained are sufficient in Law for the within named Samuel Taylor to maintain his D. action against him the D. John and that the D. John's plea is insufficient answer to the declaration of the D. Samuel and ought not to preclude the D. Samuel from having and maintaining this action aforesaid. Therefore it is considered by the Court that the D. Samuel do recover against the D. John thirty pounds two shillings and one penny lawful Monies and his and his cost taxed at two pounds five shillings and eight pence after all which the D. John appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and to the County of Northampton on the fourth Tuesday next following the next and the same with curia as the Law directs &c as per recognizance on file appears.

Ebenezer Wright of Northampton in the County of Northampton Esq Plt vs Solomon Woodcock of S. Northampton Esq Deft in a plea of the last &c as at large on record heretofore. The Parties appear and the deft comes and defends the plea and injury where &c and for plea says he oweth the Plt nothing in manner and form as the Plt in his declaration hath alleged and thereof puts himself on the Court try, W. D. for Deft and the Plt likewise W. D. for the Plt thereupon the Jurors according to the force form and effect of the Statute in this case

Alright
for
Hodgdon } Case made and provided at this time returned and Impounded being
demanded likewise come who to say the truth concerning the
premises being duly sworn declare upon their Oath that the
defendant is indebted to the plt in manner and form as the
plt in this declaration hath alleged ~~and the sum of the damages is~~
thirty two pounds sixteen shillings and three pence lawful Money
besides his Costs and Charges
and thereupon the s. Ebenezer fouly here in Court remits to the
s. Solomon six pounds sixteen shillings and three pence part
of the Debt afores. and prays Judgment may be given for him
for the residue of the Debt afores. and the Costs afores. where-
upon the six pounds sixteen shillings and three pence being
deducted and defaulted it is considered that the s. Ebenezer do
recover against the s. Solomon twenty six pounds the residue
of the debt afores. by the Jurors afores. in form afores. found due
and Cost of Suit tax'd at four pounds seven shillings and
ten pence and be the s. Solomon of the s. six pounds
sixteen shillings and three pence so as afores. remitted quit &c
after all which the s. Solomon by Moses D. Lip Esq his Att.
comes here and appeals from the Judgment of this Court to
the Superior Court of Judicature to be holden at Spring-
field in and for the County of Hampshire on the fourth Tues-
day of September next and the recognises with Sureties as the
law directs for the s. Solomon's prosecuting & appeal with effect
as pt. recognizance on file appears.

Clark
vs
Pellows } Samuel Clark of Northampton in the County of Hampshire Gent
Plt vs Jonas Pellows of Worthington in s. County Yeoman Lft
in a plea of Trespass &c as at large on record hereofore, the
Plt appears by Joseph Hawley Esq his Att. and the s. Jonas
the three times publicly call'd makes default of appearance
here therefore it is considered by the Court that the s. Samuel
do recover against the s. Jonas two pounds fourteen shillings
and nine pence one farthing lawful Money damages and Cost
of suit tax'd at two pounds six pence and thereof he
may have his Ex — Ex is. 11th June 1771 —

Orp
vs
Mariman } George Orr of Bedford in the Province of New Hampshire Yeoman
Plt vs Abel Mariman of Conway in the County of Hampshire Yeoman
Lft in a plea of the Case &c as at large on record hereofore the Plt appears
by Samuel Barnard Gent his Att. and the said Abel the three times
publicly call'd makes default of appearance here therefore it is
considered by the Court that the s. George do recover against the s.
Abel nine pounds sixteen shillings and two pence lawful Money
damages and Cost of Suit tax'd at seven pounds eighteen shillings
and seven pence and thereof he may have his Ex —
Ex is. 29th May 1771 —

George Synchens of Springfield in the County of Hampshire Gent P'ts
vs Mary Miller of Springfield Dft in a plea of the case &c as at large
on record therefore the Dft being three times publickly call'd is nonsuit
and the Dft likewise default'd. (Synchens
Miller

Nehemiah Smith of Greenwich in the County of Hampshire Yeoman
P't vs Joseph Washburn late of Newburyport Dft in the County
of Worcester Yeoman Dft in a plea of the case &c as at large
on record therefore, the Dft appears by Simon Strong Esq. his att.
and prays leave to discontinue his suit paying cost and it
is granted him. Cost for the Dft is tax'd at two pounds sixteen
shillings. (Smith
Washburn

Edmond Fowler of Westfield in the County of Hampshire Yeoman
P't vs Israel Loomise of S. Westfield Yeoman Dft in a plea of the
case &c as at large on record therefore, the Dft being three times
publickly call'd is nonsuit and likewise the Dft default'd. (Fowler
Loomise

Reuben Field of Brattleborough in the County of Cumberland and Co-
lony of New York husbandman P't vs Josiah Rawson of Warwich
in the County of Hampshire Gent, Dft in a plea of the case for
that S. Josiah at Warwich afores. on the twenty seventh day of
April A 1767 by his Note of that date for value reciev'd. promis'd
said Reuben to pay him or order thirteen pounds six shillings
and eight pence lawful Money on or before the twenty seventh day
of April A 1771 with Interest till paid yet S. Josiah hath never
paid the same to the damage of the S. Reuben twenty pounds, the
Dft appears by Samuel Barnard Gent his att. and the S. Josiah
tho three times publickly call'd makes default of appearance here
therefore it is considered by the Court that the S. Reuben do recover
against the S. Josiah fifteen pounds twelve shillings lawful
Money damages and Cost of Suit tax'd at two pounds fourteen
shillings and ten pence and thereof he may have his Ex. (Field
Rawson
N^o 1

Oliver Wright of Northfield in the County of Hampshire Yeoman
P't vs Josiah Rawson of Warwich in S. County Gent
Dft in a plea of the case for that the S. Josiah at Northfield afores.
on the twenty seventh day of April A 1768 by his Note of that
date for value reciev'd. promis'd One Reuben Field to pay him or order
thirteen pounds six shillings and eight pence lawful Money on or before
the twenty seventh day of April A 1770 with Interest till paid and
after the date of S. Note viz on the twenty eighth day of April 1768
no part of S. Note being paid, S. Reuben by this Indorsement on the back
of S. Note in Writing with his own hand subscribed ordered the payment
of the Contents of S. Note to be made to the P't according to the tenor
of S. Note of all which S. Josiah then and there Instantly had Notice
and so became liable to pay the same to the P't, according to the tenor
of S. Note and being so liable S. Josiah then and there promis'd S.
Oliver to pay him the same according to the tenor of S. Note yet
S. Josiah hath never paid the same to the damage of the S. Oliver
twenty pounds the P't appears by Samuel Barnard Gent his att.
and the S. Josiah tho three times publickly call'd makes default (Wright
Rawson
Candern
N^o 2

Right
vs
Gunsam
V L) default of appearance here. Therefore it is considered by the Court that
the S^r Oliver do recover against the S^r Josiah fifteen pounds sixteen
shillings lawful Money damages and cost of suit taxed at two
pounds Eleven shillings and ten pence and thereof he may have
his Ex

Trussell
vs
Chilson
N^o 3) Samuel Trussell of Ashfield in the County of Hampshire Yeoman
Plt vs Asaph Chilson of Conway in S^r County Yeoman Deft
in a plea of the case for that the said Asaph at S^r Ashfield on the
sixth day of May A 1770 by his Note for value received promised
the said Samuel to pay him five pounds two shillings and Eleven
pence lawful Money on demand with Interest till paid yet the
S^r Asaph hath never paid the same to the damage of the S^r Samuel
six pounds the Plt appears by Samuel Barnard Gent his att^r
and the S^r Asaph who three times publicly called makes default
of appearance here therefore it is considered by the Court that the
S^r Samuel do recover against the S^r Asaph five pounds three shillings
and one penny halfpenny lawful Money damages and cost of suit
taxed at one pound Eighteen shillings and ten pence
after all which the S^r Asaph by Justice Ely Gent his att^r comes
here and appeals from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield within and for
the County of Hampshire on the fourth day of September next and
he recognizes with sureties as the law directs for the S^r Asaph
prosecuting his appeal with effect as per Recognizance on file appears

St John
vs
Hillson
N^o 4) Thomas Saint John of Ricgfield in the County of Fairfield and
Colony of Connecticut Yeoman Plt vs Daniel Hillson of Lenox
in the County of Berkshire Yeoman Deft in a plea of the
case for that the S^r Daniel at Springfield in the County of Hampshire
on the twenty third day of May A 1769 by his Note of that Date
for value received promised S^r Thomas to pay or cause to be paid to him
the just sum of ten pounds Eleven shillings and Eight pence Good
Money (which is equal to seven pounds Eighteen shillings and nine
pence lawful Money of this Province of the Massachusetts Bay)
on demand with Interest till paid yet the S^r Daniel who often requested
hath never paid the same to the damage of the S^r Thomas ten
pounds the Plt appears by John Worthington Esq his att^r and
the S^r Daniel who three times publicly called makes default of
appearance here therefore it is considered by the Court that the
S^r Thomas do recover against the S^r Daniel eight pounds eleven
shillings and three pence lawful Money damages and cost
of suit taxed at three pounds six shillings and ten pence and
thereof he may have his Ex
Ex is^d July 8th 1771

Dunmore
vs
Allen
N^o 5) William Dunmore of Lancaster in the County of Worcester
Physician and Hannah his Wife Plt vs Enock Allen of Ashfield
in the County of Hampshire Husbandman Deft in a plea of
Ejectment wherein they demand in the Right of the S^r Hannah
against the S^r Enock the possession of a certain tract or parcel of

Williams
vs
Wilkie
N^o 6

Summary lawfully taken from the records of the Court therefore it is considered by the Court that the d. Parties have a further day before the Lord the King here untill the last Tuesday of August next following & third Tuesday of May aforesaid.

Stoddard
vs
Salottall
N^o 7

Solomon Stoddard of Northampton in the County of Hamp-
shire Esq Plt vs Israel Salott lately of Northampton in the
County of Berkshire Yeoman and Josiah Salott lately of d.
Prichard Yeoman Dft: in a plea of the case for that the d. Israel
and Josiah at Springfield in the County of Hampshire shew
on the twenty seventh day of Feby D 1770 by their note
of that date for value recd: promised jointly and severally
the d. Solomon to pay him or his Order the sum of thirty
three pounds and four shillings lawful Money on demand
with Interest till paid. Also for that the d. Israel and Josiah
at d. Springfield afterwards to wit on the same twenty seventh
day of Feby D 1770 by their other note of that date for value
recd: jointly and severally promised the said Solomon to pay
him or his Order the other sum of forty two pounds and four
shillings lawful Money by the twenty first day of March
then next with Interest till paid Yet d. Israel and Josiah
have never paid the contents of d. notes or either of them to
the damage of the d. Solomon ninety pounds, the Plt ap-
pears by Woodbridge Little Esq his att: and the d. Dft: No three
times publicly called make default of appearance here wherefor
it is considered by the Court that the d. Solomon do recover against
the d. Israel and Josiah Eighty one pounds Eleven pence lawful
money damages and Cost of Suit tax'd at two pounds three
shillings and one penny and thereof he may have his Ex-
Ex is? June 11th 1771

Johnson
vs
Cosley &
N^o 8

Matthew Johnson of Lanesborough in the County of Berkshire
Yeoman Plt vs Samuel Cosley lately of Springfield in the
County of Hampshire Yeoman and Waterman Gills lately of Lanes-
borough in the County of Berkshire Yeoman Dft: in a plea that
the d. Samuel and Waterman render to the d. Matthew Eleven
pounds ten shillings and three pence two farthings lawful Money
which he him that justly owe and from him unjustly detain
and whereon the d. Matthew saith that at the Inferiour Court of
Common pleas holden at Northampton in and for the County of Ham-
pshire on the second Tuesday of Feby in the ninth year of our
Pruger D 1769 the d. Matthew by the Judgment of the same
Court recovered against the d. Samuel and Waterman Nine pounds
seven shillings and one penny two farthings lawful Money
for his damages by reason of the d. Samuel and Waterman their
not performing their promise before that time made to him
the d. Matthew and also two pounds three shillings and

and two pence lawful Money for his Cost and Charges by him about his suit in that behalf expended whereof the s^d Samuel and Waterman are Convicted by the record thereof in our s^d Court remaining is manifest and appears which s^d Judgment yet remains in full force and effect not satisfied nor answered whereby actions due to the s^d Matthew to demand and have of the s^d Samuel and Waterman the sums afores^d in form afores^d recovered amounting to the sum of Eleven pounds ten Shillings and three pence two farthings lawful Money yet the s^d Samuel and Waterman or either of them have never paid the same or any part thereof to the damage of the s^d Matthew fifteen pounds. The Plt appears by Woodbridge Little Esq his att^y and the s^d Samuel and Waterman the three times publicly call^d make default of appearance here therefore it is considered by the Court that the s^d Matthew ^{with his agent} do recover against the s^d Samuel and Waterman ten pounds twelve Shillings and five pence two farthings lawful Money Debt and damages and Cost of Suit tax^d at One pound Nineteen Shillings and three pence after all which the Debt by Sam^l Bernard Esq their att^y come here and appeal from the Judgment of this Court to the Superior Court of Judicature to be holden at ^{Springfield} within one for the County of Hampshire on the fourth day of September next and recognises with oaths as the law directs for the s^d Debt promising s^d appeal with effect as per recognisance on file appears.

Oliver Partridge of Hatfield in the County of Hampshire Esq
Plt vs David Stevens living in that part of the new Township
call^d Number five in the County of Berkshire Yeoman, and
Theodore Sprague of that new Township call^d Williamsburgh
in s^d County Yeoman Def^t in a plea of the Case for that the
s^d David and Theodore at Springfield in the County of Hampshire
on the twenty Eighth day of March A 1770 by their Note
of that date for value reciv^d promised the s^d Oliver to pay
him the sum of Eight pounds six Shillings and eight pence
lawful Money by the first day of May then next with Interest
till paid yet the s^d David and Theodore or either of them have
never paid the contents of s^d Note to the damage of the said
Oliver Ten pounds, the Plt appears by Woodbridge Little
Esq his att^y and the s^d David and Theodore the three times
publicly call^d make default of appearance here therefore it
is considered by the Court that the s^d Oliver do recover
against the s^d David and Theodore the sum of four pounds
Eight Shillings and ten pence lawful Money damages
and Cost of Suit tax^d at One pound Nineteen Shillings
and three pence and thereof he may have his Ex
Ex is^d. July 8th 1771

Herebniah Hubbard of Hadley in the County of Hampshire Yeoman Hubbard
Plt vs David Stevens late of Williamsburgh in the County of
Berkshire Yeoman Def^t in a plea of the Case for that the s^d David at s^d Hadley on the thirtieth day of Novemb^r 1770
by his Note of that date for value reciv^d promised one Samuel
Esq to pay him ^{on his order} the sum of four pounds two Shillings and six
pence lawful Money on demand with Interest till paid and
afterwards viz on the same thirtieth day of Novemb^r at

Partridge
vs
Stevens
No 9

Hubbard
vs
Stevens
No 10

Hubbard
vs
Stevens
N^o 10

at at Hadley aforesd. The S^r. Samuel by his Indorsement on the Back of S^r. Note ordered the Contents of the same Note then wholly due and unpaid to be paid to the S^r. Merchants the P^{lt}. agreeable to the tenor thereof of all which the S^r. David then and there constantly had notice and so became liable to pay the Contents of the S^r. Note with the Interest to the S^r. Merchants accordingly and being so liable he the S^r. David then and there in consideration thereof promised the S^r. Merchants to pay him the same sum agreeable to the Contents of S^r. Note whenever after he should be thereto requested Yet the S^r. David hath never paid the same to the damage of the S^r. Merchants seven pounds the P^{lt} appears by Elisha-Porter Esq^r his att^r. and the S^r. David tho three times publicly call'd makes default of appearance here Therefore it is considered by the Court that the S^r. Merchants do recover against the S^r. David four pounds four Shillings and ten pence lawful money damages and Cost of Suit tax'd at two pounds two shillings and ten pence and thereof he may have his Ex-
Ex is^d June 7th 1771—

Dickinson
vs
Sprague
N^o 11

Abner Dickinson of Maffell in the County of Hampshire Yeoman P^{lt} vs Theodore Sprague late of Williamsburgh in the County of Berkshire Yeoman Deft in a plea of the case for that the S^r. Theodore at S^r. Maffell on the ninth day of May A 1771 by his Note of that date for Value reciev^d promised the S^r. Abner to pay him the Sum of ten pounds thirteen shillings lawful money by the twenty first day of June then next next after the date of S^r. Note with the lawful Interest from the time of payment untill paid Yet the S^r. Theodore tho often requested hath never performed his S^d promise to the damage of the S^r. Abner thirteen pounds. the P^{lt} appears by Elisha Porter Esq^r his att^r. and the S^r. Theodore tho three times publicly call'd makes default of appearance here Therefore it is considered by the Court that the said Abner do recover against the S^r. Theodore Eleven pounds four Shillings and nine pence one farthing lawful money damages and Cost of Suit tax'd at two pounds two shillings and ten pence and thereof he may have his Ex-
Ex is^d June 3^d 1771—

Pellet
vs
Gundam
N^o 12

Joseph Pellet of Canterbury in the County of Windham and Colony of Connecticut Yeoman P^{lt} vs Theodore Sprague late of a place call'd Williamsburgh in the County of Berkshire Yeoman Deft. in a plea of the case for that the S^r. Theodore at a place call'd Williamsburgh viz at Springfield aforesd. on the fourth day of May A 1769 by his Note of that date for value reciev^d promised the S^r. Joseph to pay him the sum of Eleven pounds lawful money by the twentieth

day of April A 1771 with Interest till paid Yet the S^r. Theodore hath never paid the same to the damage of the S^r. Joseph fifteen pounds the Plt appears by Elisha Porter ^{Esqr} ~~agent~~ ^{att^r} and the S^r. Theodore the three times publicly call'd makes default of appearance here therefore it is ordered by the Court that the S^r. Joseph do recover against the S^r. Theodore twelve pounds seven shillings and one penny three farthings lawful Money damages and Cost of suit tax'd at two pounds fourteen shillings and less expence and thereof he may have his Ex-
Ex is^d. June 7th 1771

Israel Williams jun^r of Hatfield in the County of Hampshire Gent
Plt vs Ephraim Powers late of a place called ~~Wimbor~~ ^{Wimbor} ~~five~~ ^{five} and of that
part thereof belonging to the County of Hampshire afores^d Yeoman Dft
in a plea of the case for that the D^r Ephraim at D^r Hatfield on the seven
teenth day of May 1769 by his Note of that date for value received
promiss^d the D^r Israel to pay him the sum of six pounds two Shillings
and eight pence lawful Money on demand with Interest till paid
yet the D^r Ephraim hath never paid the same to the damage of the D^r
Israel eight pounds the Plt appears by Elisha Porter ~~Exhib~~ ^{Exhib} his Att^r
and the D^r Ephraim who three times ~~has~~ ^{has} ~~been~~ ^{been} ~~called~~ ^{called} ~~in~~ ⁱⁿ ~~to~~ ^{to} ~~make~~ ^{make} ~~his~~ ^{his} ~~default~~ ^{default}
of appearance here wherefore it is considered by the Court that the
D^r Israel do recover against the D^r Ephraim Six pounds two Shillings
and four pence lawful Money damages and Cost of Suit
taxed at two pounds two pence and M^r of the May have his Ex^{rs}
Ex is^d 20th Decemb^r 1771

Josiah Henry of South Mabley in the County of Hampshire Yeoman (Henry
Plt vs Robert Work lately of Greenwich in S^d County Yeoman Def^t or
in a plea of the case for that the S^d Robert at Greenwich in the Work
County afores^d on the second day of January 1771 did his Note of N^o 111
that date for value received promise^d promised the S^d Josiah to pay
him the sum of ten pounds sixteen shillings lawful Money
on demand with lawful Interest untill paid yet the S^d Robert
hath never paid the same so the damage of the S^d Josiah thirteen
pounds, the Plt appears by Eliza Porter ²⁹⁹ his att^y and the
S^d Robert tho three times publicly called makes default of
appearance here therefore it is considered by the Court that the
S^d Josiah do recover against the S^d Robert Eleven pounds
one shilling and two pence lawful Money damages and
Cost of Suit tax'd at One pound fifteen shillings and Eleven
pence and thereof he may have his Ex
Ex is^d 25th June 1771-

Therman Hoffman of the precinct of Rhinebush in the County
of Dutchess and Province of New York Merchant &c vs
John Collier of New Marlborough in the County of Berkshire
Yeoman Deft in a plea of the Case for that s. John at Springfield
on the twenty eighth day of February A 1770 by his Note of that
date for value received promised s. Therman to pay to him or his
order twenty pounds four shillings and two pence York Money
(which is equal to fifteen pounds three shillings and one penny
halfpenny lawful money of the Province of the Massachusetts Bay)
on demand with Interest till paid Yet s. John has not
paid the same to the damage of the s. Therman twenty pounds

Hoffman
vs
Collar
N^o 15

the Plt appears by Moses Bliss Esq his Att. and the S^r John the three times publicly called makes default of appearance here therefore it is considered by the Court that the S^r Herman do recover against the S^r John damages £ and Cost of suit tax'd at three pounds and four pence and thereof he may have Ex—

Idem
vs
Gundem
N^o 16

Herman Hoffman of the precinct of Rhynduck in the County of Dutchess and Province of New York Plaintiff vs John Collar of New Malborough in the County of Berkshire defendant and James ~~Gunn~~ ^{poor of Gangan} ~~Gunn~~ in the County of Berkshire defendant in a plea of the Case for that S^r John and James ^{poor of Gangan} at S^r Springfield on the sixteenth day of March 1768 by his promissory Note of that date for value received promised S^r Herman to pay him or his Order the sum of twenty five pounds thirteen shillings and four pence York currency (which is equal to the sum of nineteen pounds five shillings lawful money of this Province of the Massachusetts Bay) at or before Friday the next yet the S^r John and James nor either of them have ever paid the same to the damage of the S^r Herman twenty two pounds the Plt appears by Moses Bliss Esq his Att. and the said John ~~and James~~ the three times publicly called makes default of appearance here therefore it is considered by the Court that S^r Herman do recover against the S^r John ~~and James~~ the sum of £ damages and Cost of suit tax'd at three pounds and four pence and thereof he may have his Ex—

Stillman
vs
Alford
N^o 17

Allyn Stillman of Wethersfield in the County of Hartford and Colony of Connecticut Mariner Plt vs Job Alford of Springfield in the County of Hampshire Gent Dft. In a plea of the Case for that S^r Job at S^r Springfield on the thirteenth day of October 1765 by his Note of that date for value received promised S^r Job to pay him Eleven pounds six shillings upon demand with lawful Interest till paid yet S^r Job the often times requires hath never paid the same to the damage of the S^r Allyn sixteen pounds the Plt appears by Moses Bliss Esq his Att. and the S^r Job the three times publicly called makes default of appearance here therefore it is considered by the Court that the S^r Allyn do recover against the S^r Job fifteen pounds two shillings and two farthings lawful money damages and Cost of suit tax'd at one pound eighteen shillings and eight pence and thereof he may have his Ex—

Ex- is. June 25th 1771—

Bliss Esq
vs
Miller
N^o 18

Reuben Bliss yeoman Timothy Bliss yeoman and Elizabeth Bliss Widow and Gentlewoman all of Springfield in the County of Hampshire Executors of the last Will and Testament of Timothy Bliss Gent late of S^r Springfield Deceased Plt: vs

Samuel Miller jun^r of Granville in the County of Hampshire yeoman
Def^t in a plea of the case for that S^r. Samuel at S^r. Springfield for
the nineteenth day of July A^d 1769 by his Note of that date for
value received promised S^r. Timothy S^r. deas^r then living to pay
him or his Order three pounds sixteen Shillings and nine pence
lawful Money on demand with Interest till paid yet S^r. Samuel
hath never paid the same either to S^r. Timothy S^r. deas^r in his
life time or the S^r. Executors the P^{ts}. or either of them since his
S^r. deas^r death but neither to hath and still doth neglect to pay
them the same to the damage of the S^r. P^{ts}. S^r. Executors five pounds
the P^{ts}. appear by Moses Bliss Esq^r their Att^r. and the S^r. Samuel
the three times publickly call^d makes default of appearance here
therefore it is considered by the Court that the S^r. P^{ts}. do recover
against the S^r. Samuel four pounds five Shillings and two
pence one farthing lawful Money damages and cost of suit tax^d
at one pound eleven Shillings and thereof he may have his Ex^{ce}
Ex^{ce} is June 26th 1771

Reuben Bliss yeoman Timothy Bliss yeoman and Elizabeth Bliss
Bliss gentlewoman all of Springfield in the County of Hamp-
shire Executors of the last Will and Testament of Timothy Bliss
the Elder Gent^l late of S^r. Springfield deas^r. P^{ts}. and Miah Miller
Miller of Southwick in S^r. County yeoman and Alexander Dun-
lap of a place call^d the Wedge of Land in the County of Hartford and
Colony of Connecticut yeoman Def^t in a plea of the case for that said
Miah and Alexander at S^r. Springfield on the first day of Decemb^r.
A^d 1767 by their Note of that date for value received promised
S^r. Timothy the Elder then living to pay them twenty pounds lawful
money on demand with Interest till paid yet said Miah and
Alexander or either of them have not paid the same either to S^r.
Timothy the Elder while living or to S^r. Executors or either of them since
his death to the damage of the S^r. P^{ts}. twenty four pounds
the P^{ts}. appear by Moses Bliss Esq^r their Att^r. and the S^r. Miah
and Alexander the three times publickly call^d makes default of
appearance here therefore it is considered by the Court that
the S^r. P^{ts}. do recover against the S^r. ^{Miah} ~~Def^t~~ twelve pounds six Shillings
and four pence lawful Money damages and cost of suit tax^d at one
pound ten shillings and two pence, after all which the S^r. Def^t.
by John Phelps Gent^l his Att^r. comes here and appeals from the Judg-
ment of this Court to the Superior Court of Jurisdiction to be
holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September next and he recognizeth with surties
as the law directs for the S^r. Def^t. prosecuting S^r. appeal with effect
as p^r recognizance on file appear

Levi Bliss of Milbrabram in the County of Hampshire yeoman
P^{ts} is John Wait of Brookfield in the County of Worcester Gent^l Wait
Def^t in a plea of the case for that S^r. John at S^r. Milbrabram on
the twelfth day of November A^d 1770 by his Note of that date
for value received promised S^r. Levi to pay him five pounds ten
Shillings lawful Money in two months from the date thereof

Bliss
vs
Hait 120
Yet said John the often requested hath not paid the same to the
damage of the D. Levi six pounds the D. Levi being three times
publicly called is nonsuit and the D. John likewise defaulted.

Hait 120

Bliss
vs
Bliss
121

Silas Bliss of Wilbraham in the County of Hampshire yeoman
Plt vs Stephen Bliss of S. Wilbraham yeoman Deft in a plea of
the case for that D. Stephen at Springfield in S. County on the
eighth day of April 1771 by his Note of that date for value
received promised D. Silas to pay him six pounds three shillings
and eleven pence on demand with Interest till paid, yet D.
Stephen hath not paid the same to the damage of the D. Silas
seven pounds the Plt appears by Moses Bliss Esq his att^r and the
D. Stephen the three times publicly called makes default of
appearance here, therefore it is considered by the Court that the
D. Silas do recover against the D. Stephen six pounds four shillings
and nine pence lawful Money damages and Cost of Suit taxed
at one pound eleven shillings and eight pence and thereof
he may have his Ex — Ex is. 25th June 1771

Stearns
vs
Lundern
122

John Stearns of Wilbraham in the County of Hampshire Physi-
cian Plt vs Stephen Bliss of S. Wilbraham yeoman Deft in
a plea of the case for that D. Stephen at Springfield in S. County
of Hampshire on the eighth day of Decemb^r 1770 by his Note of
that date for value received promised D. John to pay him four
pounds eleven shillings and one penny lawful Money on demand
with Interest till paid yet D. Stephen hath not paid D. John
the same to the damage of the D. John five pounds the Plt appears
by Moses Bliss Esq his att^r and the D. Stephen the three times pub-
licly called makes default of appearance here therefore it is
considered by the Court that the D. John do recover against
the D. Stephen four pounds thirteen shillings and six pence two
farthings lawful Money damages and Cost of Suit taxed at
one pound eleven shillings and eight pence and thereof
he may have his Ex — Ex is. 25th June 1771

Bates
vs
Bement
123

Thomas Bates of Springfield in the County of Hampshire yeoman
Plt vs William Bement of Great Barrington in the County
of Massachusetts yeoman and a Deputy or under Keeper of the Goal in
S. County under Elijah Williams Esq Sheriff and Keeper of
the same Deft in a plea of the case for that D. William at
S. Springfield on the third day of October 1770 by his Note
of that date for value received promised D. Thomas to pay him
fourteen pounds four shillings and six pence lawful Money
on demand with Interest till paid yet D. William hath not
paid the same to the damage of the D. Thomas sixteen pounds
the Plt appears by Moses Bliss Esq his att^r and the D. William
the three times publicly called makes default of appearance
here therefore it is considered by the Court that the said

Thomas do recover against the S. Williams fourteen pounds fifteen
shillings and three pence two farthings lawful money damages
and cost of suit taxed at one pound fifteen shillings and three pence
and thereof he may have his Ex — Ex is? 25th June 1771

Jedidiah Bliss of Springfield in the County of Hampshire Gent
Plt vs John Barber Jr of S. Springfield yeoman Deft in a
plea of the case for that S. John at S. Springfield on the tenth
day of Jan: 1760 by his Note of that date for value received
promiss'd S. Jedidiah to pay him or his Exr four pounds
lawful Money by the first day of March then next with
Interest after time of payment till paid yet S. John hath not
paid the same to the damage of the S. Jedidiah Eight pounds
the Plt appears by Moses Bliss Esq his att: and the S. John the
three times publickly call'd makes default of appearance here
therefore it is considered by the Court that the S. Jedidiah do
recover against the S. John six pounds thirteen shillings
and nine pence one farthing lawful Money damages and
cost of suit taxed at one pound seven shillings and three pence
he may have his Ex — Ex is? 23rd July 1771

Bliss
vs
Barber
N^o 24

Jesse Warner of Milbraham in the County of Hampshire yeoman
Plt vs Ebenezer Burt of Springfield in S. County yeoman Deft
in a plea of the case for that S. Ebenezer at S. Springfield
on the twenty first day of May 1768 by his Note of that
date for value received promiss'd S. Ebenezer to pay him forty
three pounds seven shillings and three pence on demand with
Interest till paid, yet S. Ebenezer hath never paid the same to
the damage of the S. Jesse fifty pounds the Plt appears by Moses
Bliss Esq his att: and the S. Ebenezer the three times publickly
call'd makes default of appearance here therefore it is considered by
the Court that the S. Jesse do recover against the S. Ebenezer fifty
six pounds eight shillings and three pence one farthing lawful
Money damages and cost of suit taxed at one pound nine
shillings and ten pence and thereof he may have his Ex —
Ex is? 23rd July 1771

Warner
vs
Burt
N^o 25

Charles Nash of Granby in the County of Hampshire yeoman Appell
vs Samuel Belknap of Belchertown in S. County yeoman Appell^t
from the Judgment of Josiah Chauncy Esq one of his Majestys Justices
of the peace for S. County of Hampshire at a Trial before him on
the thirtieth day of May in the Eleventh year of our Majestys reign
1771 wherein the S. Charles was Plt and the S. Samuel Belknap Deft
in a plea of the case for that S. Samuel at S. Belchertown on the
twenty sixth day of June 1761 by his Note of that date for
value received promiss'd S. Charles to pay him one pound four
shillings and nine pence on demand with Interest till paid
also for that S. Samuel there on the same day and year owed
the S. Charles the sum of two shillings and two pence lawful Money
for two Quarts of Brandy according to the Account annex'd to the
Plaintiffs Writ and then and there promiss'd S. Charles to pay him

Nash
vs
Belknap
N^o 26

Nash
vs
Pulham
No 26

him the same on demand yet S^r Samuel hath never performed his
S^r Promises or either of them to the damage of the S^r Charles forty shil-
lings and the S^r Samuel come and defended ~~or~~ and reserving to him-
self liberty to give any special matter in Evidence under the General
Issue for plea said that he never promised the P^t. in manner
and form as in his first Count in S^r Declaration he has thereof against
him alleg'd and thereof prays a trial and the P^t consenting to the
reservations likewise and as to the second Count in S^r Declaration men-
tioned the S^r Samuel pleaded and said that he never promised the P^t
in manner and form as is there set forth and thereof he also prays
a trial by the S^r Justice, Porter for the S^r Samuel, and P^t likewise
at which Trial Judgment was rendered that the S^r Samuel should
recover against the S^r Charles his Costs from which Judgment the
S^r Charles appealed to this Court &
the Parties appear and are at Issue on their former pleas, thereupon
the Jurors according to the form and effect of the Statute in
this Case made and provided at this time return'd and answered
being demanded likewise come who to say the truth concerning
the premises being duly sworn declare upon their Oath that the
S^r Samuel the App^t never promised the S^r Charles the app^t
as he in his Declaration hath alleg'd, therefore it is considered
by the Court that the S^r Samuel do recover against the S^r
Charles his Cost taxed at one pound fifteen shillings and two
pence and thereof he may have his Ex

Ex is^t June 7th 1771

Gould
vs
Johnson
No 27

Samuel Gould of Amherst in the County of Hampshire yeoman
P^t vs Johnson Chace land late of Wrennington in the County
of Albany and Province of New York yeoman Deft in a plea of
the last for that whereas one Robert Wilcox of S^r Amherst on
the eighteenth day of March 1769 by his Note of that date
for value receiv'd promised S^r Johnson to pay him or Order the
sum of fourteen pounds and ten shillings lawful Money
on or before the twenty fifth day of Decem^r 1770 with Interest
till paid and afterwards to wit on the first day of January
1771 at Amherst afores^d the S^r Johnson by his Indorsement
on S^r Note ordered the Contents of S^r Note to be paid unto S^r
Samuel the P^t for value then and there receiv'd and the S^r
Samuel in fact says that afterwards to wit on the eighth day
of April 1771 at Amherst afores^d he the S^r Samuel showed unto
the S^r Robert the S^r Note with the Indorsement and required the
S^r Robert to pay to him the S^r Samuel the Contents thereof
according to the tenor of S^r Note and S^r Indorsement but
the S^r Robert then and there refused to pay S^r Contents to S^r
Samuel of which the S^r Johnson the same day had Notice
whereby S^r Johnson became chargeable in Law to pay S^r
Contents to S^r Samuel according to the tenor of S^r Note and
Indorsement and then and there promised S^r Samuel to
pay him the same accordingly yet S^r Johnson hath never
paid the same to the damage of the S^r Samuel twenty pounds

The P't appears by Simon Strong Esq his att^y and it being made
to appear to this Court that the S^r Johnson is now and ever since
the notice of the writ hath been and then was out of the Province
it is considered by the Court that the S^r Partis have a further
day before the Lord the thing here untill the last Tuesday
of August next following S^r Shire Tuesday of May afore?

Simon White jnr of Hatfield in the County of Hampshire plaintiff
vs Thomas French of Conway in S^r Gloucestershire defendant from the
Judgment of Josiah Chauncy Esq one of his Majestys Justices of the
peace for S^r County of Hampshire at a trial before him on the
fourth day of March in the Eleventh year of his Majestys Majesty
1771 wherein the S^r Thomas was P't and the S^r Simon Def't in
a plea of the case for that S^r Simon at S^r Hatfield on the last
day of August 1770 owed the S^r Thomas one pound nineteen
shillings and eight pence lawful money for so much money of
the S^r Thomas by S^r Simon to the use of the S^r Thomas there be-
fore that time had and reciev^d in consideration whereof S^r Simon
then and there promised S^r Thomas to pay him the same on
demand yet S^r Simon hath never paid the same to the damage
of the S^r Thomas for by Billings the P't appeared by Simon
Strong Esq his att^y and the Def't by Elisha Porter Gent his att^y
and defend^d ~~us~~ and for plea said that he never promised the S^r Thomas
in manner and form as in S^r Declaration he has thereof against
him alleged and thereof he prayd a Trial by the S^r Justice and
the S^r Def't likewise at which S^r Trial Judgment was rendered that
the S^r Thomas should recover against the S^r Simon one pound
nineteen shillings and eight pence lawful money damages
from which Judgment the S^r Simon appealed to this Court
the Partis appear and are at Issue on their Original pleas
whereupon the Jurors according to the force form and effect of the
Statutes in this Case made and provided at this time returned
and impanelled being demanded likewise come who to say
the truth concerning the premises being duly sworn declare
upon their Oaths that the S^r Simon the appell^t never promised
the S^r Thomas the appell^t as he in his declaration hath alleged
therefore it is considered by the Court that the S^r Simon do
recover against the S^r Thomas his Cost taxed at three pounds
eleven shillings and six pence and thereof he may have his Ex-
Ex is^d 7th June 1771

White
French
V 28

Azor Curtis of Springfield in the County of Hampshire Black-
Smith appell^t vs Abraham Burbank of S^r Springfield Gent
appell^t from the Judgment of Mons Rolfe Esq one of his Majestys
Justices of the peace for the County of Hampshire at a trial
before him on the first day of April in the Eleventh year
of his Majestys Majesty 1771 wherein Abraham Burbank
of Springfield afore^d was P't and the S^r Azor Curtis Def't in
a plea of trespass for taking and violently riding the Plaintiffs

Curtis
Burbank
V 29

Curtis
 vs
 Burbank
 N^o 29

Plaintiffs Mare and Cutting and Sheaving the hair off and from
 the Main and Tail of the same Mare so that she was thereby
 greatly disfigured and made the worse and to the Plaintiffs damage
 the sum of forty Shillings The Parties appeared and the s.
 Azor defended & pleaded and said that he was not guilty &c and
 thereof put himself on the Judgment of s. Justice and the Plt
 likewise did the same at which s. Trial Judgment was rendered
 that the s. Azor the Deft was guilty and that the Plt should
 recover of the s. Azor thirty Shillings money Damages and
 his Cost tax'd at Eighteen Shillings and two pence from
 which Judgment the s. Azor appealed to this Court &c
 The Parties appear and are at Issue on their former pleas
 thereupon the Jurors according to the form form and effect of
 the Statute in this case made and provided at this time returned
 and impanelled being demanded likewise come who to say
 the Truth concerning the premises being duly Sworn declare
 upon their Oath that the s. Azor the appellant is guilty &c
 and assess the damages to twenty Shillings, therefore it is
 Considered by the Court that the s. Abraham do recover
 against the s. Azor twenty Shillings lawful Money damages
 and Cost of Suit tax'd at three pounds three Shillings and
 eleven pence and thereof he may have his Ex —

Phelps
 vs
 Bernal
 N^o 30

Jonathan Phelps of Northampton in the County of Hampshire
 Yeoman Plt vs Joseph Bernal of Chesterfield in s. County
 Yeoman Deft in a plea of Trespass on the Case wherein the said
 Jonathan complains for this to wit that whereas the said Joseph
 on the Twenty fifth day of December, 1763 at Northampton
 afores. in Consideration that the Plt at the Special Instance
 and request of the s. Joseph had bargained sold and delivered to
 him the s. Joseph one Silver Watch of the value of six pounds
 lawful Money the s. Joseph in Consideration thereof then and
 there assumed on himself and to the s. Jonathan faithfully
 promised that he the s. Joseph would pay and deliver unto
 him the Plt on or before the last day of May then next at his
 the s. Joseph's Saw Mill in Chesterfield afores. Three thousand feet
 of the best and first sort of Whitepine Boards worth forty Shil-
 lings lawful Money each thousand, and the Plt says that he
 has always been ready at s. Saw Mill to receive s. Boards, yet
 the s. Joseph hath never paid or delivered s. Boards or any of
 them to the damage of the s. Jonathan twelve pounds the
 Plt appears by Joseph Mawley Esq his Att^y and the s. Joseph
 tho three times publicly call'd makes default of appearance
 here therefore it is Considered by the Court that the s.
 Jonathan do recover against the s. Joseph the sum of Six
 pounds lawful Money damages and Cost of Suit tax'd at
 one pound fifteen Shillings and six pence and thereof he may have Ex —

Thomas Spafford of Malfield in the County of Hampshire yeoman
Plt vs Josiah Mayden of St Malfield yeoman Dft in a plea of the
Case for that S. Josiah at Malfield aforesaid on the twentieth day of August
1777 by his note of hand of that date in value due, promised the
S. Thomas to pay to him the sum of two pounds fourteen shillings
lawful Money in demand yet S. Josiah hath never paid the same so
the damage of the S. Thomas three pounds the Plt appears by Joseph
Hawker Esq his Att. and the S. Josiah who three times publicly called
makes default of appearance here therefore it is considered by the Court
that the S. Thomas do recover against the S. Josiah, two pounds two shil-
lings lawful Money damages and cost of Suit taxed at two pounds
and eight pence and thereof he may have his Ex
Ex is? 10th July 1778

Silas Fowler of Southwiche in the County of Hampshire yeoman
Plt vs Joseph Hides of St Southwiche yeoman Dft in a plea of
the Case for that S. Joseph at Springfield in S. County on the
twenty third day of October 1776 by his note of that date for
value due, promised the S. Silas to pay him four pounds and
five shillings lawful Money worth of Merchantable Duro Leather
to be paid by the first day of January then next with lawful Interest
till paid, Also for that the S. Joseph at Springfield aforesaid on the same
twenty third day of October by his other promissory note of that
date in value due, promised the said Silas to pay him another
sum of four pounds and five shillings lawful Money by the
first day of January then next with Interest till paid, yet the
S. Joseph hath never paid either of the aforesd. sums so the damage
of the S. Silas nine pounds thirteen shillings, the Plt appears
by Samuel Fowler Gent his Att. and the said Joseph who
three times publicly called makes default of appearance here
therefore it is considered by the Court that the S. Silas do recover
against the S. Joseph eight pounds five shillings and seven
pence lawful Money damages and cost of Suit taxed at one
pound thirteen shillings and five pence, and thereof he may
have his Ex
Ex is? June 5th 1778

Silas Fowler of Southwiche in the County of Hampshire
yeoman Plt vs Simon Phillips of Springfield in S. County
yeoman Dft in a plea of the Case for that the S. Simon at said
Springfield on the fourth day of April 1776 by his note of that
date for value due, promised S. Silas to pay him or his Order
Eight pounds lawful Money by or before the first day of Feb'y then
next with Interest till paid yet the S. Simon hath never
paid the same so the damage of the S. Silas Fowler pounds
the Plt appears by Samuel Fowler Gent his Att. and the S. Simon
who three times publicly called makes default of appearance here
therefore it is considered by the Court that the S. Silas do recover
against the S. Simon eight pounds ten shillings and nine pence
lawful Money damages and cost of Suit taxed at one pound
thirteen shillings and nine pence, after all which the S. Simon
by John Worthington Esq comes here and appeals from the Judgment
of this Court to the Superior Court of Judicature to be
holden at Warrington within and for the County of Hampshire

Dem
vs
Phillips
No 33 } Hampshire on the fourth Tuesday of September next, and be recogni-
zed with Sureties as the Law directs for the d. Simson's production-
ing d. appeal with effect - as no Disagreement on file appears.

King
vs
Leonard
No 34 } William King junr of Great Warrington in the County of North-
shire yeoman Appell^t vs George Leonard of Springfield in the
County of Hampshire yeoman Appell^d from the Judgment of Edward
Taylor Esq one of his Majesty's Justices of the peace for the
County of Hampshire at a trial before him on the first day
of April 1771 wherein the d. William was Plt and the d. George
Def^t in a plea of the Case for that d. George at Worsled in
d. County of Hampshire on the last day of December 1770 being
lawfully Indebted to d. William in the sum of Nine Shillings upon
Book account according to the account annexed to the Plt's Writ
in the d. George then and there promised the d. William to pay
him the same on Demand, also for that d. George on the same day
of December afores^d being Indebted to the d. William in another
sum of nine Shillings &c yet the d. George hath never paid
either of the Sums afores^d. so the damage of the d. William forty
Shillings, the parties appear by their attorneys and raising their
respective allegations and proofs it was considered by d. Justice
that the d. George recover against d. William Cost tax'd at
Six Shillings, from which Judgment the Plt appealed to
this Court, the Plt appears by Samuel Fowler Gent and the
Court having Inspected the papers it appears that there is
no record brought up from the Justice and it is ordered
that the Proofs be quashed.

Dickenson
vs
Hay
No 35 } Thomas Dickenson of Duffield in the County of Hampshire yeoman.
Plt vs Stephen Hay of Berrington in the County of Albany and
Province of New York Gent^r in a plea of the Case for that said
Stephen at Springfield in d. County of Hampshire on the Eight
eenth day of Octob^r 1768 made a certain Note of the date afores^d.
and thereby promised to pay to one Giles Alexander or Order twenty
three pounds fourteen Shillings lawful Money on or before the Eight
eenth day of Octob^r 1770 with Interest at six per cent till paid
and afterwards to wit on the same day at d. Springfield the d.
Giles by his Indorsement on d. Note appointed the contents of the
d. Note (then wholly unpaid) to be paid to one Phineas Mann,
or his Order value received, and afterwards to wit on the same
day at d. Springfield the d. Phineas by his Indorsement on the
Note appointed the contents of d. Note (still wholly unpaid)
to be paid to the d. Thomas or his Order for value received of all
which the d. Stephen then and there Instantly had Notice and
so became liable to pay the contents of d. Note to the d. Thomas
according to the tenor thereof and being so liable the d. Stephen
then and there promised the Plt to pay him the contents of
d. Note according to the tenor thereof yet d. Stephen hath
never paid the same so the damage of the d. Thomas
thirty five pounds the Plt appears by Samuel Bernard Gent

and it being made to appear to this Court that the Deft now is
and ever since the service of the Writ hath been and then was
out of the Province therefore it is considered by the Court that
the D. Parties have a further day before the Lord the thing here
untill the last tuesday of August next -

Aaron How of Conway in the County of Hampshire yeoman
Plt vs Abel Mariman of D. County Deft in a plea of the Case
for that the D. Abel at Springfield ^{in the County of Hampshire} aforesaid on the second day
of February last past by his Note of that date for value received
promised the said Aaron to pay him five pounds twelve shillings
and five pence lawful money on the first day of May then next
with Interest till paid yet the said Abel hath never paid the same
to the damage of the D. Aaron eight pounds, the Plt appears by
Samuel Barnard Gent his Att. and the D. Abel the three times
publicly called makes default of appearance here therefore it is
considered by the Court that the D. Aaron do recover against the
D. Abel five pounds fourteen shillings and two farthings law-
ful money damages and Cost of Suit taxed at two pounds four
shillings and one penny and thereof he may have his Ex -
Ex is. 16th - July 1771

How
vs
Mariman
N^o 36

Abner Mitchel of Deerfield in the County of Hampshire
yeoman Plt vs Asaph Chilson yeoman and Micah Morse yeoman
both of Conway in D. County Deft in a plea of the case for
that the D. Asaph and Micah at Springfield in the County aforesaid
on the twenty sixth day of March 1770 by their Note of
that date for value received promised the said Abner to pay him
the sum of seven pounds lawful money at or before the first
day of May then next with Interest from the time of payment
untill paid yet the D. Asaph and Micah have never paid the same
to the damage of the D. Abner nine pounds the Plt appears by
Samuel Barnard Gent his Att. and the D. Asaph and Micah
the three times publicly called make default of appearance
here therefore it is considered by the Court that the D. Abner
do recover against the D. Asaph and Micah seven pounds five
pence lawful money damages and Cost of Suit taxed at
two pounds six shillings and one penny, after all which
the D. Asaph & Micah by their att. Justin Ely Gent. come here
and appeal from the Judgement of this Court to the Superior
Court of Judicature &c to be holden at Springfield within
and for the County of Hampshire on the fourth tuesday of
September next and he recognises with Sureties as the Law directs
for the D. Deft. prosecuting Appeal with effect as no recognisance
on file appears -

Mitchel
vs
Chilson &
Morse
N^o 37

David Field of Deerfield in the County of Hampshire Gent.
Plt vs Samuel Poole of Shelburne in the County aforesaid
Gentleman is a plea of the case for that D. Samuel at Springfield
on the twenty fifth day of February 1771 by his Note of that

Field
vs
Poole
N^o 38

Field
vs
Poole
N^o 38

that date for value received promised D. David to pay him
Nine pounds six shillings and eleven pence halfpenny on
demand with use till paid yet the D. Samuel hath never
paid the same to the damage of the D. David twelve pounds
the P^{lt} appears by Samuel Field Gent^r his att^r and the said
Samuel the three times publicly called makes default of
appearance here therefore it is considered by the Court that
the said David do recover against the D. Samuel nine pounds
nine shillings and eleven pence two farthings lawful Money
damages and Cost of Suit taxed at two pounds three shillings
and eleven pence and thereof he may have his Ex —
Ex is. June 28th 1771

Idem
vs
Munn
N^o 39

David Field of Dursfield in the County of Hampshire Gent^r
P^{lt} vs Samuel Munn of Grounfield in D. County yeoman Deft
in a plea of the case for that the D. Samuel at D. Dursfield
on the second day of April 1771 by his note of that date
for value received, promised the D. David to pay him thirteen
pounds four shillings and one penny lawful Money on
demand with Interest till paid, yet the D. Samuel hath not
paid the same to the damage of the D. David fifteen pounds
the P^{lt} appears by Samuel Field Gent^r his att^r and the
D. Samuel the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the D. David do recover against the D. Samuel thirteen
pounds six shillings and four pence three farthings
lawful Money damages and Cost of Suit taxed at two pounds
three shillings and three pence and thereof he may have
his Ex — Ex is. 28th June 1771

Idem
vs
Holland
N^o 40

David Field of Dursfield in the County of Hampshire Gent^r
P^{lt} vs Abisha Holland of Charlemont in the County afores.
Cordwainer Deft, in a plea of the case for that the said
Abisha at D. Dursfield on the ninth day of August 1768
by his Note of that date for value received, promised said David
to pay him six pounds fourteen shillings and ten pence
three farthings with use till paid, yet D. Abisha hath
never paid the same to the damage of the D. David the
sum of ten pounds, the P^{lt} appears by Samuel Field Gent^r
his att^r and the D. Abisha the three times publicly called
makes default of appearance here therefore it is considered
by the Court that the said David do recover against the
D. Abisha seven pounds seventeen shillings and four
pence three farthings lawful Money damages and Cost
of Suit taxed at two pounds three shillings and three
pence and thereof he may have his Ex — Ex is. 28th June 1771

Idem
vs
Thayer
N^o 41

David Field of Dursfield in the County of Hampshire Gent^r
P^{lt} vs Jonathan Thayer of Charlemont in the County aforesaid

yeoman Deft in a plea of the case for that said Jonathan at
 Deerfield on the twenty Eighth day of April A 1768 by his
 Note of that date for value received promised s. David to pay him
 three pounds lawful Money on demand with use till paid
 and also for that s. Jonathan at Deerfield aforesaid on the fifth
 day of July A 1769 by his other Note of that date for value
 received promised s. David to pay him one pound seventeen Shil-
 lings and four pence with use untill paid yet the said
 Jonathan hath never paid s. David or either of them so the
 damage of the said David ten pounds the Plt appears
 by Samuel Field Gent his Att^r and the s. Jonathan the
 three times publickly called makes default of appearance here
 therefore it is Considered by the Court that the said David
 do recover against the said Jonathan four pounds sixteen
 Shillings and two pence three farthings lawful Money
 damages and two pounds four Shillings and Eleven pence
 Cost of Suit as taxed &c and thereof he may have his Ex
 Ex id. 28th June 1771

Isabel Thayer of Charlemon in the County of Hampshire (Thayer
 yeoman Plt vs Dependence Thayer of s. Charlemon yeoman Thayer
 Deft in a plea of the case for that s. Dependence at said Charlemon
 on the tenth day of October A 1770 by his Note N^o 13
 of that date for value received promised s. Isabel to pay him
 eight pounds at or before the first day of May then next
 with Interest untill paid yet s. Dependence the often thereto
 requested hath never paid the same so the damage of the s.
 Isabel ten pounds the Plt appears by Samuel Field Gent
 his Att^r and the s. Dependence the three times publickly
 called makes default of appearance here therefore it is Con-
 sidered by the Court that the said Isabel do recover against
 the said Dependence eight pounds five Shillings and
 nine pence lawful Money damages and Cost of Suit
 taxed at two pounds eight Shillings and eight pence
 after all which the s. Dependence by Samuel Barnard Gent
 his Att^r comes here and appeals from the Judgment of this
 Court to the Superior Court of Judicature &c to be
 holden at Springfield within and for the County of
 Hampshire on the fourth Tuesday of September next and
 he recognises with Sureties as the Law directs for the said
 Dependence prosecuting s. appeal with effect as no recog-
 nizance on file appears

Benjamin Smith of Hatfield in the County of Hampshire (Smith
 yeoman Plt vs Joel Dickinson of Conway in s. County Dickinson
 yeoman Deft in a plea of the case for that s. Joel at said
 Hatfield on the thirtieth day of November A 1769 by
 his Note of that date for value received promised said

Smith
vs
Dickinson
N^o 44

Said Benjamin to pay him fifteen pounds Nine Shillings
lawful Money on or before the first day of December then next
yet s^r Joel hath never paid the same to the Damage of the
said Benjamin twenty pounds the Plt appears by Samuel
Field Gent his Att^r and the s^r Joel the three times publickly
called makes default of appearance here therefore it is Consi-
dered by the Court that the s^r Benjamin do recover against
the said Joel four pounds twelve Shillings and three pence
one farthing lawful Money damages and Cost of Suit
taxed at one pound Nineteen Shillings and four pence
and thereof he may have his Ex
Ex is^d 7th June 1771

Field
vs
Phillips
N^o 45

David Field of Dursfield in the County of Hampshire Gent
Plt vs Richard Phillips of Ashfield in s^r County yeoman
Deft in a plea of the Case for that s^r Richard on the twenty-
fourth day of December 1770 by his note for value
received promised s^r David to pay him five pounds Eleven
Shillings and four pence three farthings on demand with
Interest untill paid Yet s^r Richard hath never paid
the same to the damage of the s^r David Seven pounds the
Plt appears by Samuel Field Gent his Att^r and the said
Richard the three times publickly called makes default of
appearance here therefore it is Considered by the Court that
the s^r David do recover against the s^r Richard five pounds
fourteen Shillings and three farthings lawful Money
Damages and Cost of Suit taxed at two pounds three
Shillings and three pence and thereof he may have his Ex-
Ex is^d June 28th 1771—

Idem
vs
Phillips
N^o 46

David Field of Dursfield in the County of Hampshire Gent
Plt vs Thomas Phillips of Ashfield in s^r County yeoman Deft
in a plea of the Case for that s^r Thomas at s^r Dursfield on
the twenty fifth day of January 1770 by his Note of that
date for value received promised s^r David to pay him Six pounds
twelve Shillings and three pence two farthings on demand
with use untill paid Yet the said Thomas hath never
paid the same to the Damage of the s^r David Eight pounds
the Plt appears by Samuel Field Gent his Att^r and the s^r
Thomas the three times publickly called makes default of appear-
ance here therefore it is Considered by the Court that the
said David do recover against the s^r Thomas Seven pounds
two Shillings and three pence two farthings lawful
money damages and Cost of Suit taxed at two pounds
three Shillings and three pence and thereof he may have Ex-
Ex is^d 28th June 1771—

N^o 47 Idem vs Philip Phillips no Entry

David Field of Dursfield in the County of Hampshire Gent (52
Plt vs Jonathan yeoman of Ashfield in s^d County yeoman
Def^t in a plea of the case for that s^d Jonathan at Springfield, Field
in the County aforesaid on the first day of March 1771, vs
by his Note of that date for value received promised said yeoman
David to pay him five pounds and four shillings N^o 48
on demand with Interest till paid Yet s^d Jonathan
hath never paid the same to the damage of the s^d David
seven pounds the Plt appears by Samuel Field Gent
his att^r and the said Jonathan the three times publickly
call^d makes default of appearance here therefore it is
considered by the Court that the s^d David do recover
against the s^d Jonathan five pounds fifteen shillings
and six pence lawful Money damages and Cost of
Suit taxed at two pounds three shillings and three
pence and thereof he may have his Ex^e

David Field of Dursfield in the County of Hampshire Gent (Idem
Plt vs Adoniram Bartlet of Conway in the County aforesaid vs
yeoman Def^t in a plea of the case for that said Adoniram Bartlet
at Springfield in s^d County on the nineteenth day of July, N^o 49
1769 by his Note of that date for value received promised
s^d David to pay him thirteen pounds four shillings and eight
pence three farthings on or before the first day of June 1770
with Interest till paid Yet s^d Adoniram hath never
paid the same to the damage of the s^d David sixteen pounds
the Plt appears by Samuel Field Gent^r his att^r and the s^d
Adoniram the three times publickly call^d makes default of
appearance here therefore it is considered by the Court that
the said David do recover against the s^d Adoniram fourteen
pounds one shilling and five pence lawful Money Damages
and Cost of Suit taxed at two pounds two shillings and seven
pence, after all which the s^d Adoniram by Samuel Barnard
Gent^r his att^r comes here and appeals from the Judgment of this
Court to the Superior Court of Judicature &c to be holden
at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next and he replevies with Sureties
as the Law directs for the s^d Adoniram's prosecuting s^d appeal with
effect as p^o recognivance on file appears.

Ephraim Whitney of in the County of Worcester Gent Whitney
Plt vs Ebenezer Hart of Shelburne in the County of Ham^r is
shire yeoman in a plea of the case for that said Ebenezer Hart
at Springfield in s^d County of Hampshire on the twentieth, N^o 50
day of June 1768 by his Note of that date for value received
promised s^d Ephraim to pay him two pounds and eight pence
within Eighteen Months next after the date of s^d Note
with Interest till paid Yet said Ebenezer hath never paid
the same to the damage of the s^d Ephraim four pounds
the Plt appears by Samuel Field Gent^r his att^r and

Whitney
vs
Hart
N^o 50 } and the said Ebenezer the three times publicly called on after
default of appearance here therefore it is considered by the
Court that the D. Ephraim do recover against the said Ebenezer
two pounds seven shillings and ten pence lawful Money
damages and Cost of Suit tax at one pound twelve shillings
and two pence, after all which the D. Ebenezer by Jonathan
Shley Esq his Att^r comes here and appeals from the Judgment
of this Court to the Superior Court of Judicature to be
holden at Springfield in and for the County of Hampshire
on the fourth tuesday of September next and he recognises
with Sureties as the law directs for the D. Ebenezer's prosecuting
D. appeal with effect as pr Recognizance on file appears.

Fowler
vs
Barker
N^o 51 } Bilead Fowler of Westfield in the County of Hampshire yeoman
Plt vs Elizabeth Barker of S. Westfield Widow Deft in a plea
of the Case for that said Elizabeth at S. Westfield on the first
day of April 1771 being Justly Indebted to the Plt the sum
of eight pounds seven shillings and ten pence lawful Money
to balance Book Accounts according to the account to the Plt's
Writ annexed in Consideration thereof said Elizabeth then and
there assumed on her self and faithfully promised S. Bilead
to pay him the same on demand Yet S. Elizabeth hath never
paid the same to the damage of the S. Bilead nine pounds
nineteen shillings the Plt appears by Justis Esq Gent his
Att^r and the S. Elizabeth by her Att^r ^{John Phelps Gent} and humbly move
for a Continuance of this action, and it is granted them and
they have a further day before the Lord the thing here untill
the last tuesday of August next following the S. third tuesday
of May aforesaid.

Washburn
vs
More
N^o 52 } Noah Washburn of Hartford in the County of Hartford and
Colony of Connecticut yeoman Plt vs William More of South-
wick in the County of Hampshire yeoman Deft in a plea
of the Case for that the said William at Springfield in S. County
of Hampshire on the first day of April 1771 being Justly
Indebted to the said Noah the sum of two pounds four shillings
lawful Money to balance Book Accounts according to the
account to the Plaintiff's Writ annexed in Consideration thereof
the said William then and there promised the said Noah to
pay him the same on demand, Yet S. William hath not paid
the same to the damage of the S. Noah three pounds
the Plt appears by Justis Esq Gent his Att^r and the said
William the three times publicly called makes default of appear-
ance here therefore it is considered by the Court that the
S. Noah do recover against the S. William two pounds four
shillings lawful Money damages and Cost of Suit tax
at one pound eighteen shillings and four pence and
thereof he may have his Exec Ex isd. 2^d July 1771—

Campbell
vs
Strong
N^o 53 } James Campbell of Southwick in the County of Hampshire
yeoman Plt vs John Strong of Pittsfield in the County of
Berkshire Gent^r Deft in a plea of the Case for that said—

said John at Pittsfield in Springfield in S. County of Hampshire on the sixth day of Febry 1770 by his Note of that date for value received promised S. James to pay him three pounds seven shillings and five pence to be paid by the tenth day of June then next with Interest from the time of payment untill paid yet S. John hath never paid the same to the damage of the said James four pounds the Ptt appears by Justin Ely Gent his att. and the said John the three times publicly call^d makes default of appearance here therefore it is considered by the Court that the said James do recover against the said John three pounds nine shillings and one penny two farthings lawful Money damages and Cost of Suit tax^d at one pound eighteen shillings and two pence, after all which the S. John by Woodbridge Little Esq his att^r comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holdⁿ on at Springfield in and for the County of Hampshire on the fourth Tuesday of Septemb^r next and he recognises with Sureties as the Law directs for the S. John's prosecuting S. appeal with effect as no recognizance on file appears.

John Williston yeoman and Luke Day Jun^r yeoman both of Springfield in the County of Hampshire Ptt^s vs David Noble of Pittsfield in the County of Berkshire yeoman Deft in a plea of the Case for that S. David at Westfield in S. County of Hampshire on the twentieth day of Febry 1770 by his Note of that date for value received promised the Plaintiffs to pay them five pounds eight shillings by the twentieth day of August then next with Interest after three Months after the date of said Note, yet S. David hath not paid the same to the Ptt^s or either of them to the damage of the said John and Luke six pounds, the Ptt^s appear by Justin Ely Gent their att^r and the said David the three times publicly call^d makes default of appearance here therefore it is considered by the Court that the said John and Luke do recover against the S. David three pounds six shillings and six pence two farthings lawful Money damages and Cost of Suit tax^d at one pound eleven shillings and four pence and thereof they may have ~~res~~ Ex^{ce} — Tax is^d 25th Septemb^r 1771 —

Williston

vs Noble

N^o 54

John Read of Middling in the County of Fairfield and Colony of Connecticut Esq Ptt vs Joseph Patterson late of Ware in the County of Hampshire yeoman Deft in a plea of the case for that S. Joseph at S. Ware on the twenty third day of May 1769 by his Note of that date for value received promised the S. John to pay him six pounds lawful Money by the first day of Septemb^r then next with Interest till paid and also for that S. Joseph at S. Ware on the eighteenth day of October 1769 by his Note of that date for value received promised the S. John to pay him the sum of five pounds lawful Money on or before the first day of April then next with Interest till paid. and also for that S. Joseph at S. Ware on the same eighteenth day of October by his other Note of the same date for value received promised the S. John to pay him or his order one other sum of twenty five pounds lawful Money on —

Read Esq

vs Patterson

N^o 55

Read Esq. } on or before the first day of April then next with Interest
vs } after the 1st first day of April untill paid, and also for that the
Patterson } S^r. Joseph at S^r. Ware on the same Eighteenth day of October
N^o 55 } by his other Note of that date for value received promised the said
John to pay him or his Order one other Sum of thirty pounds
lawful Money on or before the first day of October then next with
Interest after the first day of April then next untill paid —
Yet the S^r. Joseph hath never performed either of his said promises
to the damage of the S^r. John Sixty six pounds the Plt
appears by John Worthington Esq his Att^r and the S^r. Joseph
tho three times publickly called makes default of appearance here
therefore it is Considered by the Court that the said John do
recover against the S^r. Joseph fifty four pounds twelve Shillings
and seven pence lawful Money damages and Cost of Suit tax'd
at three pounds and two pence and thereof he may have his
Execution &c Ex is: Octob^r 4th 1771 —

Graves } Aaron Graves of Palmer in the County of Hampshire yeoman
vs } Plt vs Simon Burroughs of South Brimsfield in S^r. County
Burroughs } yeoman Deft in a plea of the case for that said Simon at Spring-
N^o 56 } field in S^r. County of Hampshire on the twenty fourth day
of November A 1769 by his Note of that date for value received
promised S^r. Aaron to pay him four pounds eight Shillings
and three pence lawful Money on demand with Interest till
paid Yet S^r. Simon hath not paid the same to the damage
of the S^r. Aaron Six pounds the Plt appears by John Worthington
Esq his Att^r and the S^r. Simon tho three times publickly call'd
makes default of appearance here therefore it is Considered by
the Court that the S^r. Aaron do recover against the S^r. Simon
four pounds sixteen Shillings and two farthings lawful Money
damages and Cost of Suit tax'd at one pound sixteen Shil-
lings and thereof he may have his Ex — Ex is: 11th Octob^r 1771

Deane } Silas Deane of Wetherfield in the County of Hartford and Colo-
vs } ny of Connecticut Merchant Administrator on the Goods and
Shurwin } Estate of Mchitable Deane who was lately Mchitable Webb late
N^o 57 } of S^r. Wetherfield Gentlewoman deceased Intestate Plt vs Jacob
Shurwin of Wethersfield in the County of Hampshire Esquire —
in a plea of the case for that the S^r. Jacob at Springfield in
S^r. County of Hampshire on the twelfth day of July A 1783
by his Note of that date under his hand by the name of
Jacob Shurwin of Hantsdon in S^r. County of Hampshire
promiss'd the said Mchitable to pay her by the name of
Mchitable Webb and while she was living and a feme sole
to pay her the Sum of eight pounds fourteen Shillings and
six pence current lawful Money of the Province of New York
(which the S^r. Silas says is Equal to six pounds ten Shillings
and ten pence halfpenny lawful Money of this Province of
the Massachusetts Bay) on demand with the lawful Interest
thereof till paid Yet the S^r. Jacob hath never paid the same to

to the said Michilable while June. Sole or to the s^d. Silas and Michilable during their Inter marriage or either of them neither do the s^d. Silas since the s^d. Michilables Death but unjustly neglects to do it to the damage of the said Silas twelve pounds. The Plt appears by John Phelps Gent^r his att^r. and the said Jacob the three times publickly calld makes default of appearance here therefore it is Considered by the Court that the said Silas do recover against the said Jacob Nine pounds five Shillings and one penny farthing lawful Money damages and Cost of Suit taxd at two pounds two Shillings and Six pence and thereof he may have his Exe ——— Exe isd. 28th June 1771

John Root of Southwiche in the County of Hampshires Yeoman Plt vs Elijah Robbins of S. Southwiche yeoman Dft in a plea of Trespass on the Case for that the said Elijah at Springfield in s^d. County of Hampshire on the Eleventh day of Feb^r 1771 by his Note of that date for value reciev^d. promised s^d. John to pay him the Sum of Six pounds eleven Shillings and Nine pence lawful Money on demand with Interest till paid yet the said Elijah the often requested hath not performed his s^d. promise to the damage of the s^d. John Nine pounds the Plt appears by John Phelps Gent^r his att^r. and the said Elijah the three times publickly calld makes default of appearance here therefore it is Considered by the Court that the said John do recover against the s^d. Elijah Six pounds nine Shillings and Eleven pence two farthings lawful Money Damages and Cost of Suit taxd at One pound fourteen Shillings and Seven pence and thereof he may have his Ex

Root
vs
Robbins
N^o 58

Elisha Parks of Westfield in the County of Hampshire Gent^r. Plt vs John Hannard late of Suffield in the County of Hampshire yeoman Dft. in a plea of Trespass on the Case for that the said John at S. Suffield on the twenty second day of June 1768 by his Note of that date for value reciev^d. by the name of John Hannard jun^r. promised the s^d. Elisha to pay him or Order the Sum of five pounds and two Shillings lawful Money at or before the twenty fifth day of December then next with use till paid yet the s^d. John hath never paid the same to the damage of the said Elisha twelve pounds the Plt appears by John Phelps Gent^r his att^r. and the said John ^{Hannard} the three times publickly calld makes default of appearance here therefore it is Considered by the Court that the said Elisha do recover against the s^d. John Seven pounds ten Shillings and five pence lawful Money Damages and Cost of Suit taxd at One pound Eighteen Shillings and two pence and thereof he may have his Execution

Parks
vs
Hannard
N^o 59

Zerviah Coans late of Windsor in the County of Hartford and Colony of Connecticut now of East Windsor in said County Spinster Plt vs Joseph Althins late of Coventry in the County of Windham and Colony of Connecticut now of Springfield in the County of Hampshire Weaver Dft in a plea of Trespass on the Case for that the said Joseph at S. Springfield on the twenty ninth day of July 1768 by

Coans
vs
Althins
N^o 60

Evans
vs
Atkins
N^o 60 } by his Note of that date for value received promised the said
Lervia to pay her twenty pounds lawful Money within twelve
months after the date of said Note, yet the said Joseph hath never
performed his s^d. Promise to the damage of the s^d. Lervia thirty
pounds the said Lervia being three times publickly call'd is
nonfuit and the said Joseph likewise defaulted.

Little
vs
Strong
N^o 61 } Edward Little of Winstbury in the County of Hartford and
Colony of Connecticut yeoman Plt vs John Strong of Pitts-
field in the County of Berkshire Gent^l. Deft in a plea
of the case for that the said John at Springfield in the Coun-
ty of Hampshire on the nineteenth day of March 1771
by his note of that date for value received promised the said
Edward to pay him six pounds lawful Money by the first
day of May then next with Interest from s^d. Time of payment
untill paid yet the said John hath never paid the same to
the damage of the said Edward nine pounds the Plt appears
by John Phelps Gent^l his att^r and the said John the three times
publickly call'd makes default of appearance here therefore it is
considered by the Court that the s^d. Edward do recover against
the said John six pounds and four pence lawful Money
damages and Cost of Suit tax'd at two pounds two Shillings
and eight pence after all which the s^d. Edward by Woodbridge
Little Esq^r his att^r comes here and appeals from the Judgment
of this Court to the Superior Court of Judicature to be
holden at Springfield within and for the County of Hampshire
on the fourth Wednesday of Septemb^r next and he requires
with Sureties as the Law directs for the s^d. John's prosecuting
s^d. appeal with effect as per Recognizance on file appears.

Phelps
vs
Campbell
N^o 62 } Josiah Phelps of Windsor in the County of Hartford and Colony
of Connecticut Gent^l. Plt vs William Campbell of Southwiche
in the County of Hampshire yeoman Deft in a plea of trespass
on the case for that the said William at Springfield in the Coun-
ty of Hampshire on the twenty seventh day of March 1770
by his Note of that date for value received promised the said
Josiah to pay him nine pounds worth of Grain either Wheat
or Indian Corn at the Market price and deliver the same at
the said Phelps's house ^{in Windsor} or at Southwiche on or before the first
day of Jan^y then next and said Josiah says he always has
been ready to receive said Wheat and Corn at the place of
delivery yet the said William hath not performed his s^d. promise
to the damage of the said Josiah nine pounds the Plaintiff
appears by John Phelps Gent^l his att^r and the said William
the three times publickly call'd makes default of appearance
here therefore it is considered by the Court that the
said Josiah do recover against the s^d. William the sum of
six pounds nineteen Shillings and two farthings lawful
money damages and Cost of Suit tax'd at one pound sixteen
Shillings & thereof he may have his Ex — Ex is^d. 28th June 1771

Timothy Cooper of Springfield in the County of Hampshire yeoman
 Plt vs Eldad Barker of said Springfield yeoman Deft in a plea
 of Trespass on the case for that the said Eldad at said Spring-
 field on the third day of August 1762 by his Note of that date
 for value received promised the said Timothy to pay him two poun-
 ds sixteen Shillings lawful Money on demand with Interest
 till paid yet the said Eldad hath never paid the same to the
 damage of the said Timothy four pounds the Plt appears by
 John Phelps Gent^r his att^r and the said Eldad the three times
 publicly called makes default of appearance here therefore it
 is considered by the Court that the said Timothy do recover
 against the said Eldad four pounds five Shillings and six
 pence lawful Money damages and Cost of Suit taxed at one
 pound nine Shillings and nine pence and thereof he
 may have his Ex-
 ...

Cooper
 vs
 Barker
 N^o 63

Samuel Mather of Westfield in the County of Hampshire
 gent^r Plt vs Job Smith of Springfield in s^d County yeoman
 Deft in a plea of Trespass on the case for that the said Job at
 Westfield aforesaid on the last day of March 1761 being
 indebted to the said Samuel in the Sum of fifty eight Shil-
 lings and four pence lawful Money for divers Medicines
 there before that time sold and delivered and Visits made to
 the said Job's House at his special Instance and request and
 being so indebted the s^d Job then and there in consideration
 thereof promised the said Samuel to pay him the same on demand
 yet the said Job hath never paid the same to the damage of
 the said Samuel nine pounds the Plt appears by John Phelps
 Gent^r his att^r and the said Job the three times publicly called
 makes default of appearance here therefore it is considered
 by the Court that the said Samuel do recover against the said
 Job two pounds eighteen Shillings and four pence lawful Money
 damages and Cost of Suit taxed at one pound ten Shillings
 and ten pence and thereof he may have his Ex- Ex^{is}. 25th July 1761.

Mather
 vs
 Smith
 N^o 64

William Cotton jun^r of Springfield in the County of Hampto-
 shire yeoman Administrator of all and singular the Goods
 and Chattels Rights and Credits which were of Noah Ashley
 late of Westfield in s^d County of Hampshire Esq deceased Inter-
 late Plt vs Daniel Bagg of s^d Westfield yeoman Deft in
 a plea that he render to the Plt, five pounds three Shillings
 and nine pence two farthings which from him the said
 Daniel unjustly detains and whereon the s^d William Cotton
 says that at an Inferiour Court of Common pleas holden
 at Northampton on the second Tuesday of February in the fifth
 year of his Majesty's Prerogative by the Judgment of the same Court
 he recovered as Administrator aforesaid against the said Daniel
 three pounds ten Shillings and six pence halfpenny lawful
 money for damages by reason of the said Daniel's not per-
 forming of his promise before that time made to the said

Ashley's Adm^r
 vs
 Bagg
 N^o 65

Ashley's Adm.^{rs}
 vs
 Bagg
 No 65

said Deceased and also one pound thirteen Shillings and three pence for the Plaintiffs Cost and Charges by them about his Suit in that behalf Expended whereof the said Daniel is Convict as by the Record thereof in our said Court there yet remains in its full force and effect not satisfied nor purged and altho the Plt^f. afterward sued out three Writs of Execution thereon yet the sums or as aforesaid recovered were never levied by either of ^d. Executions and the Return day of the last Execution is long since passed the same is wholly unsatisfied and the same sums wholly unpaid whereby an action hath accrued to the Plt^f. as Administrator aforesaid to demand and have of the ^d. Daniel the said five pounds three Shillings and nine pence two farthings nevertheless the said Daniel tho after requested thereto hath never paid the same or any part thereof to the damage of the ^d. Cotton in said Capacity nine pounds the Plt^f appears by John Phelps Gent his Att^r. and the said Daniel tho three times publicly call'd makes default of appearance here therefore it is considered by the Court that the said Plt^f. do recover against ^d. Deft the sum of seven pounds two Shillings and two pence two farthings Lawful Money Debt & damages and one pound fourteen Shillings Cost of Suit as tax'd and thereof he may have his Ex ——— Ex is. 28th June 1771 ———

Granger
 vs
 Smith
 No 66

Gideon Granger of Suffield in the County of Hampshire Gent^r. Plt^r vs Elnathan Smith of Gosnville in ^d. County yeoman Deft in a plea of trespass on the case for that the ^d. Elnathan at Springfield in ^d. County of Hampshire on the eighteenth day of January A 1769 by his note of that date for value received promised the said Gideon to pay him the sum of two pounds money meaning two pounds Lawful money) on demand with Interest till paid yet the said Elnathan hath never paid the same to the damage of the said Gideon three pounds, the Plt appears by John Phelps Gent^r his Att^r. and the said Elnathan tho three times publicly call'd makes default of appearance here therefore it is considered by the Court that the said Gideon do recover against the said Elnathan two pounds five Shillings and six pence two farthings Lawful Money damages and Cost of Suit tax'd at one pound thirteen Shillings and two pence and thereof he may have his Ex ———

Dyar
 vs
 Price
 No 67

John Dyar of New London in the County of New London and Colony of Connecticut yeoman Plt^r vs Abner Price of Westfield in the County of Hampshire yeoman Deft, in a plea of trespass on the case for that the said Abner at ^d. Westfield on

on the nineteenth day of December 1769 by his Note of that date for value received promised the said John to pay him the sum of two pounds Sixteen Shillings on demand with Interest till paid yet the said Abner hath never performed his said promise to the damage of the said John four pounds the Plt appears by John Phelps Gent^r his Att^r and the said Abner the three times publicly callt^d makes default of appearance here therefore it is considered by the Court that the said John do recover against the said Abner three pounds and Eight pence one farthing lawful money damages and cost of Suit tax^d at two pounds nine Shillings and Six pence and thereof he may have his Ex — Ex is^d 28th June 1771

Jonathan Smith of Granville in the County of Hampshire } Smith
Plt vs Libbeus Ball of said Granville yeoman } Ball
Deft in a plea of the case for that the said Libbeus at o^d. } N^o 68
Granville on the thirty first day of January 1771 by
his Note of that date for value received ^{promised} the said Jonathan to
pay him or his Order thirty two Bushels of Merchantable
Wheat at the price of four Shillings p^r Bushel on demand
with use untill paid yet the said Libbeus hath never performed his
promise aforesaid to the damage of the said Jonathan seven pounds
the Plt appears by Samuel Howler Gent^r his Att^r and the said Libbeus
the three times publicly callt^d makes default of appearance here
therefore it is considered by the Court that the said Jonathan do
recover against the said Libbeus four pounds seven Shillings and
four pence two farthings lawful Money damages and cost of Suit
tax^d at one pound sixteen Shillings and Six pence and thereof
he may have his Ex — Ex is^d 23rd Septemb^r 1771

David Morris of Colrain in the County of Hampshire yeoman } Morris
Plt vs Solomon Lothrop of Pittsfield in the County of Berkshire } Lothrop
yeoman Deft in a plea of the case for that the said Solomon at } N^o 69
Windsor in Springfield in s^d. County of Hampshire on the third
third day of November 1770 by his Note of that date for value
received promised the said David to pay him three pounds lawful
Money on demand with Interest till paid yet the said
Solomon hath never paid the same to the damage of the s^d.
David seven pounds the Plt appears by Jonathan Ashley Esq^r his
Att^r and the said Solomon the three times publicly callt^d makes
default of appearance here therefore it is considered by the Court
that the said David do recover against the said Solomon three
pounds two Shillings lawful Money damages and cost
of Suit tax^d at two pounds nine Shillings and Six pence
and thereof he may have his Ex — Ex is^d 31st May 1771

Robert Miller of Colrain in the County of Hampshire yeoman } Miller
Plt vs Abisha Holland of Charlemont in s^d. County Coroner } Holland
Deft in a plea that he the said Abisha owes to him the said } N^o 70
Robert one hundred and sixteen pounds lawful Money which
to him the said Robert he the s^d. Abisha owes and from him
unjustly detains and whereon the said Robert says that the said

Miller
vs
Holland
N^o 70

said Abisha at Springfield in D. County of Hampshire on the
Nineteenth day of January 1769 by his the said Abisha's bond
and Writing under his hand and Seal of that date in Court
to be produced (by the name of Abisha Holland of Colrain in
D. County of Hampshire &c) he the said Abisha acknowledges himself
helden and to stand firmly bound to him the said Robert (by the
name of Robert Miller of Colrain in the County aforesaid yeoman)
in the aforesaid sum of one hundred and sixteen pounds to be
paid to the said Robert on demand, yet the said Abisha hath
never rendered the same nor any part thereof but wholly refuses
to do it to the damage of the said Robert one hundred and
sixteen pounds the Plt appears by Jonathan Whaley Esq^r his Att^r
and the said Abisha the three times publicly called makes default
of appearance here and now comes Robert Miller who was bail
in this case for the appearance of the said Abisha Holland and
moves that D. Abisha may be committed to his Majesty's goal
and he is accordingly committed to Solomon Daddard Esq^r see
it is considered by the Court that the said Robert deposes against the said Abisha
and the said Robert discharges therefore, forty five pounds twelve
shillings and eleven pence lawful Money Debt and Cost of
suit taxed at two pounds three shillings and three pence
and the D. Robert comes here into this Court and acknowledges that
he has received Satisfaction of this Judgment in full.

*The Robert
Plt comes here
in his proper
person & answers
led by the Court
Satisfaction of
this Judgment
in full
11th
Wm Williams*

Amosden
vs
Marble
N^o 71

John Amosden of Dursfield in the County of Hampshire yeoman
Plt vs John Marble late of Mennington in the County of Wilton
and Colony of New York yeoman Deft in a plea of the Case
for that the said Marble at Dursfield aforesaid on the tenth day
of October 1765 by his Note of that date for value of the
said Amosden then and there received he the D. Marble then and
there promised D. Amosden to pay him or Order one pound eight-
een shillings and one penny halypenny on demand with Interest
till paid. Also for that the said Marble at D. Dursfield on the
ninth day of May 1767 by his other Note of that date for
value of the D. Amosden then and there received he the said Marble
then and there promised the said Amosden to pay him one other
sum of one pound three shillings on demand with Interest
till paid yet the said Marble hath never paid either of D. Sum
to the damage of the D. Amosden Eight pounds the Plt appears
by Jonathan Whaley Esq^r his Att^r and the said Marble the
three times publicly called makes default of appearance here
therefore it is considered by the Court that the said Amosden
do recover against the said Marble three pounds nine teen
shillings and five pence two farthings lawful Money
Damages and Cost of Suit Taxed at two pounds five shil-
lings and thereof he may have his Ex- Exis. 31st May 1771

Morris
vs
Thornton
N^o 72

David Morris of Colrain in the County of Hampshire yeo-
man Plt vs Medad Thornton of Dursfield in D. County yeoman
Deft in a plea of the case for that the said Medad at
Dursfield aforesaid on the second day of October 1770
by his Note of that date for value received promised
the said David to pay him six pounds sixteen shillings and

and nine pence on demand with Interest till paid yet the said Medad hath never paid the same to the damage of the said David eight pounds the D^t appears by Jonathan Ashley Esq^r his att^r and the said Medad tho three times publickly call'd makes default of appearance here therefore it is considered by the Court that the said David do recover against the said Medad seven pounds two shillings and two farthings lawful Money damages and cost of suit tax'd at two pounds seven shillings and two pence and thereof he may have his Ex — Ex isd. 31st May 1771 —

Archibald Lawson of Shelburne in the County of Hampshire yeoman D^t vs Thomas Gilles of Bournemouth in said County yeoman D^t is a plea of the case for that the said Thomas at Merrimack in Springfield in s^d County of Hampshire on the sixteenth day of febr^y 1761 by his Note of that date for value reciev^d of one James Moor he the said Thomas then and there promised the said James to pay him or order the Sum of one pound sixteen shillings sterling Money of Great Britain on demand with lawful Interest till paid which aforesaid sum is equal to two pounds nine shillings and four pence lawful Money, afterwards to wit on the same sixteenth day of Febr^y the Contents of said Note being then wholly due the said James for value of one Thomas Gault then reciev^d he the s^d James by his Indorsement on the back of said Note ordered the Contents of said Note to be paid to the s^d Thomas Galt according to the tenor thereof or to his Order of all which the s^d Thomas Gilles had notice and so became liable to pay the Contents of s^d Note to the said Thomas Galt or to his Order according to the tenor thereof and being so liable the said Thomas Gilles at s^d Merrimack on the same sixteenth day of Febr^y promised the s^d Thomas Galt to pay him the Contents of said Note according to the tenor thereof, Afterwards to wit on the same sixteenth day of Febr^y the s^d Thomas Galt for value of the s^d Archibald then reciev^d he the s^d Thomas Galt by his Indorsement on the back of said Note ordered the Contents of s^d Note then wholly due and unpaid to be paid to the said Archibald according to the tenor thereof of all which the s^d Thomas Gilles instantly had notice and so became liable to pay the Contents of said Note to s^d Archibald according to the tenor thereof and being so liable the said Thomas Gilles then at Merrimack aforesaid promised the said Archibald to pay him the Contents of s^d Note according to the tenor thereof yet the said Thomas Gilles hath never paid the same to the s^d Archibald but wholly refuses to do it to the damage of the said Archibald six pounds the D^t appears by Jonathan Ashley Esq^r his att^r and the said Thomas Gilles tho three times publickly call'd makes default of appearance here therefore it is considered by the Court that the said Archibald do recover against the said Thomas Gilles three pounds sixteen shillings and six pence lawful money damages and cost of suit tax'd at two pounds nine shillings and six pence and thereof may have Ex — Ex isd 3rd June 1771

Lawson
vs
Gilles
N^o 73

Ashley Esq^r
vs
Munn
N^o 74

Jonathan Ashley of Dursell in the County of Hampshire Esq^r
D^t vs Benjamin Munro of Sudbury in the County of Middlesex

Ashley Esq
vs
Munn
No 74
Middlesex Innholder Deft in a plea of the Case for that the
said Benjamin at Dorfield aforesaid on the second day of Jan^y
1769 by his Note of that date for value received he the said
Benjamin then and there promised the said Jonathan Munn
him or Order two pounds fifteen Shillings and seven pence
three farthings on demand with Interest till paid yet the said
Benjamin hath never paid the same to the damage of the said
Jonathan four pounds the Plt appears in his own proper person
and the said Benjamin the three times publicly called maker
default of appearance here therefore it is considered by the Court
that the said Jonathan do recover against the said Benjamin
three pounds three Shillings and seven pence three farthings
lawful Money Damages and Cost of Suit tax'd at two pounds
thirteen Shillings and three pence and thereof he may have
his Execution — Execution is: 31st May 1771 —

Phillips
vs
Gout
No 75
Benjamin Phillips of Ashfield in the County of Hampshire
yeoman Plt vs Nathan Gout of Brookfield in the County
of Worcester yeoman Deft in a plea of the Case for that said
Nathan at s^d Brookfield on the Twentieth day of Octob^r
1769 by his Note of that date for value received promised
one Samuel Marsh to pay him or Order thirty pounds
within one Month from the date of said Note with lawful
Interest till paid afterwards to wit on the same Twentieth
day of October the s^d Samuel at Springfield in s^d County of
Hampshire for value of the said Benjamin's then and there
received by him the s^d Marshes Indorsement on the back of s^d Note
indorsed the Contents of s^d Note then wholly due to be paid to
the said Benjamin according to the tenor thereof of all which the
said Nathan then and there to wit at s^d Springfield Instantly
had notice and so became liable to pay the Contents of said
Note according to the tenor thereof to the said Benjamin and
he the said Nathan being so liable then and there promised s^d
Benjamin to pay him the Contents of s^d Note according to the
tenor thereof also for that the s^d Nathan at s^d Brookfield on
the sixth day of August 1770 by his Note of that date
for value of the said Benjamin then and there received promised
said Benjamin to pay him one pound on demand with Interest
till paid, also for that s^d Nathan at s^d Brookfield on s^d sixth
day of August by his other Note of that date for value of the said
Benjamin then and there received promised s^d Benjamin to pay him
one other sum of one pound eighteen Shillings on demand
with Interest till paid, also for that the said Nathan at s^d
Brookfield on s^d sixth day of August by his other note of that
date for value of the s^d Benjamin then and there received promised
said Benjamin to pay him one other sum of one pound eighteen
Shillings on demand with Interest till paid, yet said Nathan
hath never paid the Contents of either of s^d Notes according to the
tenor thereof but unjustly neglects to do it to the damage of
the said Benjamin twenty pounds the Plt appears by Jonathan
Ashley Esq his Att^y and the said Nathan the three times

publicly called makes default of appearance here therefore it is considered by the Court that the said Benjamin do recover against the said Nathan six pounds Eighteen Shillings and three pence three farthings lawful Money damages and Cost of Suit taxed at two pounds six Shillings and three pence and thereof he may have his Ex - Ex isd. 5th June 1771

Benjamin Phillips of Ashfield in the County of Hampshire
vs
Samuel Marsh of Brookfield in the County
of Worcester
Deft in a plea of the Case for that the
said Samuel at Conway in s^d County of Hampshire on the
twenty third day of October 1770 by his Note of that date
for value of the said Benjamin received he the said Samuel then
and there promised the said Benjamin to pay him two pounds
Six Shillings and Six pence to be paid in good Merchantable
prime Boards at the Market price with in six Months from
the date of said Note with lawful Interest till paid yet s^d Samuel
tho after requested hath never delivered s^d Boards to the said Ben-
jamin altho the s^d Benjamin during the whole Term of six
Months from the date of s^d Note was always ready to receive
the same nor hath the s^d Samuel paid him the s^d Benjamin
the afores^d Sum but wholly neglects it, to the damage of the
s^d Benjamin four pounds the Plt appears by Jonathan
Ashley Esq^r his Att^r and the said Samuel tho three times
publicly called makes default of appearance here therefore
it is considered by the Court that the said Benjamin
do recover against the said Samuel two pounds six Shillings
and One penny two farthings lawful Money damages
and Cost of Suit Tax'd at two pounds six Shillings and
three pence and thereof he may have his Ex - Ex isd. 5th June 1771

Phillips
vs
Marsh
No 76

Cornelius Jones of Myrfield so called in the County of Hamp-
shire Clerk Plt vs Joshua Claflin of Northampton
in the County aforesaid
Deft in a plea of the
Case for that the said Joshua at s^d Myrfield on the Eight-
eenth day of July 1769 by his Note of that date for
value received he the said Joshua then and there promised
the s^d Cornelius to pay him twelve pounds Eleven Shil-
lings and six pence at or before the first day of May 1771
with Interest till paid yet the s^d Joshua hath never
paid the same nor any part thereof to the damage of the
said Cornelius twenty pounds the Plt appears by Jonathan
Ashley Esq^r his Att^r and the s^d Joshua tho three times pub-
licly called makes default of appearance here therefore it is
considered by the Court that the said Cornelius do recover against
the said Joshua fourteen pounds five Shillings and Ten pence two farthings
lawful money damages and Cost of Suit taxed at two pounds Eight
Shillings and Seven pence, after all which the s^d Joshua by Joseph
Hawley Esq comes here and appeals from the Judgment of this
Court to the Superior Court to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of September next
and he assigns with Sureties as the Law directs for the said Joshua's prosecuting
Dissatisfied with effect as per Recognizance on file appears

Jones
vs
Claflin
No 77

Hayden
vs
Thayer
N^o 78

Moses Hayden of Torrington in the County of Litchfield and Colony of Connecticut Plaintiff vs Benjamin Thayer of Charlemont in the County of Hampshire yeoman Defendant in a plea of the case for that the said Defendant at Ashfield in sd County of Hampshire on the eighteenth day of October 1769 by his note of that date for value received the sd Defendant then and there promised the said Moses to pay him or Order three pounds five shillings worth of good Merchantable Wheat or Flax at the Market price within fourteen Months from the date of sd Note with Interest till paid yet sd Defendant the often requested hath never paid the same or any part thereof but unjustly neglects to do it to the damage of the sd Moses five pounds, the Plt appears by Jonathan Ashley Esq his Att^r and the sd Defendant the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Moses do recover against the said Defendant three pounds Eleven Shillings and two pence lawful Money damages and Cost of Suit taxed at two pounds ten shillings and two pence after all which the said Defendant by Samuel Tuley Esq his Att^r comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature as to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognises with bonds as the Law directs for the sd Defendant prosecuting sd appeal with effect as per recognizance on file appears.

Wells
vs
Daniels
N^o 79

Ebenezer Wells of Duxfield in the County of Hampshire yeoman Plaintiff vs Moses Daniels of Conway in sd County yeoman Defendant in a plea of the case for that the said Moses at said Duxfield on the fifth day of December 1769 by his note of that date for value of the said Ebenezer then and there received the said Moses then and there promised the said Ebenezer to pay him or Order two pounds on Demand with Interest till paid also for that sd Moses at sd Duxfield on the fifth day of April 1768 by his other note of that date for value received promised to pay sd Ebenezer or Order one pound fifteen shillings and eight pence on Demand with Interest till paid yet sd Moses hath not paid either of sd Sums to the damage of the said Ebenezer six pounds the Plt appears by Jonathan Ashley Esq his Att^r and the said Moses the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Ebenezer do recover against the said Moses two pounds six shillings and ten pence three farthings lawful Money damages and Cost of Suit taxed at two pounds five shillings and one penny and thereof he may have his Ex-Ex is. Nov^r 26th 1771

Chamberlain
vs
Thorton & al
N^o 80

Thomas Chamberlain of Duxfield in the County of Hampshire yeoman Plaintiff vs Michael Thorton yeoman and Daniel Ware yeoman both of sd Duxfield Defendants in a plea of the case for that the sd M^d and Daniel at Springfield on the twenty seventh day of October 1770 by their Note of that date for value received ^{paid by & overpaid} promised the said Thomas to pay him or Order fifty Gallons of good Merchantable west India Rum at or before the first day of May then next to be delivered at Drarys Landing so called in Duxfield town which sd Rum sd Thomas avers to be of the price of four shillings per Gallon.

Yet said Medad and Daniel altho D. Thomas at D. Marys Landing was always ready to receive D. Rum have never delivered the same nor any part thereof to the damage of the said Thomas & given judgment, the P^lt appears by Jonathan Ashley Esq^r his Att^r and the said Medad and Daniel the three times publicly called on at the default of appearance here therefore it is considered by the Court that the said Thomas do recover against the D. Medad and Daniel Eight pounds seven shillings and two pence two farthings lawful Money Damages and Cost of Suit taxed at two pounds four shillings and seven pence and thereof he may have his Ex^{ce} Ex^{ce} 31st May 1771

William Arms of Dursfield in the County of Hampshire yeoman P^lt vs David Hill Gent^l and Salah Barnard Gent^l both of D. Dursfield Defts. In a plea of the case for that the said David and Salah at said Dursfield on the twenty eighth day of December 1770 by their Note of that date for value of the D. William then and there received they the said David and Salah then and there promised him the said William to pay him or Order forty pounds and four shillings by the first day of April then next with Interest till paid, yet the said David and Salah nor either of them have ever paid the same nor any part thereof to the damage of the D. William fifty pounds, the P^lt appears by Jonathan Ashley Esq^r his Att^r and the D. David and Salah the three times publicly called on at the default of appearance here therefore it is considered by the Court that the said William do recover against the said David and Salah thirty five pounds two shillings lawful Money damages and Cost of Suit taxed at two pounds four shillings and seven pence, after all which the said David and Salah by their Att^r Samuel Hill Gent come here and appeal from the Judgment of this Court to the Superior Court to be holden at ^{in & for the County of Hampshire} Springfield on the fourth Tuesday of September next and he recognises with Curtes as the Law directs for the said Defts. prosecuting this said appeal with effect as wth Recognizance on file appears

Arms
vs
Hill & Barnard
No 81

Henry McNeil of Union in the County of Windham and Colony of Connecticut yeoman P^lt vs Robert Gennings of South Dursfield in the County of Hampshire Husbandman Deft. In a plea of the case for that the said Robert at D. Springfield in the County of Hampshire on the twenty eighth day of March 1770 by his Note for value received promised D. Henry to pay him or his Order four pounds to be paid in Boards or Money by the first day of June then next, yet D. Robert hath not paid the same to the damage of the said Henry Eight pounds the P^lt appears by Jonathan Ashley Esq^r his Att^r and the said Deft by John Worthington Esq^r his Att^r comes here and moves for a Continuance of this Action that he may have opportunity to plead &c therefore it is considered by the Court that the D. Parties have a further day before the Lord the thing here untill the last Tuesday of August next following D. third Tuesday of May aforesaid

McNeil
vs
Gennings
No 82

Jonathan Bartlett of Springfield in the County of Hampshire yeoman P^lt vs John Thayer of Palmer in the County of Hampshire yeoman Deft in a plea of the

Bartlett
vs
Thayer
No 83

Bartlett
 vs
 Shearer
 N^o 83

the case for that the said Jonathan on the ninth day of Jan^y 1771 at Springfield afores^d. was possessed of ten Swine viz two Sows and Eight pigs of the price of five pounds lawful money as of his own proper goods and Chattels and being so possessed he the said Jonathan there afterwards on the same day lawfully lost the same ten Swine out of his hands and Possession and the same ten Swine there afterwards on the same day came into the hands and Possession of the said of the said John by finding the same, yet the said John knowing the same ten Swine to be the proper goods & Chattels of the said Jonathan & right belonging to him but designing to defraud the said Jonathan of the same altho often requested never delivered the same ten Swine to the said Jonathan but the said John there afterwards on the first day of Feb^y next following & ninth day of Jan^y converted the same ten Swine to his own use to the damage of the said Jonathan Nine pounds the Plt appears by Jonathan Bliss Esq^r his Att^y and the Def^t by John Worthington Esq^r his Att^y comes and defends the force and Injury when & and for plea says he is not guilty in manner and form as the Plt in his declaration hath alleged and more puts himself on the Country, and the Plt likewise, thereupon the Jurors according to the force form and effect of the Statutes in this case made and provided at this time returned and impanelled being demanded likewise come who to say the Truth concerning the premises being duly sworn declare upon their oath that the Def^t is guilty in manner and form as the Plt in his declaration hath alleged and. Also the damages of the said Jonathan by reason of the trespass afores^d to four pounds therefore it is considered by the Court that the said Jonathan do recover against the said John four pounds lawful Money Damages and Cost of Suit tax at five pounds Six Shillings and Six pence and thereof he may have his Ex
 Ex is. 10th June 1771

Burt
 vs
 Convers
 N^o 84

Samuel Burt of Springfield in the County of Hampshire yeoman Plt vs Joshua Convers of Cambridge in the County of Middlesex Viler Def^t in a plea of the case for that the said Joshua on the eighteenth day of March 1771 at Springfield afores^d by his Note for value received promised the said Samuel to pay him or his Order five pounds nine shillings and four pence lawful Money on demand with Interest till paid yet the said Joshua hath not paid the same to the damage of the said Samuel Nine pounds the Plt appears by Jonathan Bliss Esq^r his Att^y and the said Joshua three times publicly called on the default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Joshua five pounds ten Shillings and nine pence two farthings lawful Money damages and Cost of Suit tax two pounds two shillings and two pence and thereof he may have his Ex

Ex is. 26th June 1771

William Davis of Windsor in the County of Hartford and Colony
of Connecticut yeoman Plt vs Trustram Davis of South Brim-
field in the County of Hampshire Lintn Deft. is a plea of
the case for that the said Trustram att Springfield in s^d County of
Hampshire on the fifth day of March 1770 by his Note for
value received promised the said William to pay him three pounds
twelve shillings lawful Money by the first day of March then
next with Interest till paid yet said Trustram hath never
paid the same to the damage of the said William eight p^{rs} as
the Plt appears by Jonathan Bliss Esq^r his att^r and the said
Trustram by Joseph Hawley Esq^r comes and defends the force &c
and reserving liberty to waive this plea and to make any other
equal plea at the Superior Court prays Judgment of the
Plt's declaration and says that the said declarations and the matters
therein contained are Insufficient in the Law to hold him to answer
thereto and this he is ready to verify wherefore he prays Judg-
ment of the s^d declaration and that the same may be ~~quashed~~^{quashed}
And the s^d William consenting to the reservation afores^d says his
declaration aforesaid is Sufficient &c and prays Judgment for his
damages and Costs, thereupon all and singular the premises
being seen and by the Court of the Lord the thing now here
fully understood for that it appears to the s^d Court that the
plea aforesaid of the s^d Trustram in manner and form by him
above pleaded and the matters in the same contained is an In-
sufficient answer to the declaration aforesaid of the s^d William and
ought not to conclude the said William from having and maintain-
ing his action afores^d therefore it is considered that the said
William do recover against the said Trustram three pounds
twelve shillings and two pence one farthing of lawful Money
damages and Cost of Court taxed at one pound sixteen shillings
and ten pence, The s^d Afo now by Joseph Hawley Esq^r his att^r
appeals from the Judgment of this Court to the Superior Court
at Andover to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next
and he recognises with Sureties as the Law directs for the
said Trustram's prosecuting his s^d appeal with effect as
by the said recognizance on file appears.

Davis
vs
Davis
1785

Benajah Stephenson of Springfield in the County of Hampshire
yeoman Plt vs Mead Thornton of Deerfield in the County of
Hampshire aforesaid yeoman Deft is a plea of the case for that
the said Mead on the eighth day of October 1770 at s^d
Springfield by his Note for value received promised the said Benajah
to pay him eight pounds five shillings and ten pence lawful
Money on demand with Interest till paid, Also for that the
s^d Mead there afterwards on the same day by his other Note
for value received promised s^d Benajah to pay him a further
sum of twenty shillings lawful Money on demand yet the
said Mead hath not paid either of said sums but neglects to
do it to the damage of the s^d Benajah twelve pounds. The
Plt appears by Jonathan Bliss Esq^r his att^r and the said Mead
tho three times publicly called makes default of appearance
here therefore it is considered by the Court that the s^d Benajah

Stephenson
vs
Thornton
1786

Thompson
vs
Thornton
N^o 86 } Benajah do recover against the said Medad Nine pounds
Eleven Shillings and two pence three farthings lawful Money
damages and Cost of Suit tax'd at one pound twelve and ten
pence and thereof he may have his Ex — Ex is: 10th June 1771

McClister
vs
Simpson
N^o 87 } John McClister of Enfield in the County of Hampshire
yeoman Plt vs Alexander Simpson late of Senauidy in the
County of Albany in the Province of New York yeoman
in a plea of the case for that the said Alexander at Springfield
in s^d County of Hampshire on the thirtieth day of March
1771 by his Note of that date for value received promised
the said John to pay him or Order Twelve Dollars in twelve
days after the date of s^d Note yet the said Alexander hath not
paid the same or any part thereof to the damage of the s^d John
seven pounds the Plt appears by Jonathan Bliss Esq^r his
att^r and the said Alexander the three times publicly call'd
makes default of appearance here therefore it is considered
by the Court that the said John do recover against the said
Alexander three pounds twelve shillings and six pence
one farthing lawful Money damages and Cost of Suit tax'd
at one pound nine shillings and ten pence and thereof
he may have his Ex — Ex is: 22^d July 1771 —

Taylor
vs
French
N^o 88 } Joseph Taylor of Claremont in the Province of New Hampshire
Gent^r Plt vs Samson French of Southwick in the County
of Hampshire yeoman Deft in a plea of the case for that the
said Samson on the fifth day of March 1754 at Springfield
in s^d County of Hampshire by his Note of that date for
value received promised the said Joseph to pay him the sum
of thirty pounds of the old tenor which the Plaintiff saith then
and there was sum is of the value of four pounds of lawful Money
by the first day of August then next yet the said Samson hath
not paid the same nor any part thereof to the damage
of the s^d Joseph Nine pounds the Plt appears by Jonathan
Bliss Esq^r his att^r and the said Samson the three times pub-
licly call'd makes default of appearance here therefore it
is considered by the Court that the said Joseph do recover
against the said Samson Eight pounds and eight pence two
farthings lawful Money damages and Cost of Suit tax'd
at two pounds nineteen shillings and six pence and
thereof he may have his Ex — Ex is: 31st May 1771 —

Smith
vs
Blaney
N^o 89 } Abner Smith of Springfield in the County of Hampshire
Gent^r Plt vs William Blaney of Roxbury in the County
of Suffolk Innholder Deft in a plea of the case for that
the said William on the twenty sixth day of Feby 1771
at Springfield aforesd being indebted to the said Abner on
the sum of six pounds and fourteen shillings lawful
Money according to the account annex'd to the Plt's Writ, he

he the said William then and there in consideration thereof
promised the said Abner to pay him the same on demand. Also
for that the said William there afterwards on the same day in con-
sideration that the said Abner at the special instance and request
of the said William had there before that time found and provided
for one John Hill other meat drink washing and lodging and
apparel than those in account mentioned above in himself
and then and there faithfully promised the said Abner so much
Money as he therefor reasonably deserved to have when he the
s. William should be there afterwards requested and the s.
Abner in fact saith that he did therefor reasonably deserve to have
of the said William one other sum of six pounds fourteen shil-
lings like money to wit at Springfield aforesaid, of which the
said William there afterwards on the same day had notice
yet the s. William hath not paid either of the aforesaid sums
to the damage of the said Abner nine pounds, the Ptt appears
by Jonathan Rolfe Esq^r his Att^r and the s. William the three
times publicly called makes default of appearance here therefore
it is considered by the Court that the said Abner do recover against
the s. William six pounds fourteen shillings lawful Money
Damages and Cost of Court taxed at two pounds two shillings
and four pence and thereof he may have his Execution
Ex is. 27th May 1771

John Burbank of Suffolk in the County of Hampshire yeoman Burbanker
Plt vs Aaron Smith of Springfield in s. County of Hampshire ^{vs} Smith
yeoman Deft in a plea of the case for that the said Aaron
at s. Springfield on the ~~fourth~~ ^{fourth} day of November 1770 N^o 90
by his Note for value received promised s. John to pay him
forty eight shillings lawful Money worth of Good Grain
at the current market price on demand and the said
John says he has been always ready to accept the same viz
at Suffolk afores. Yet the said Aaron tho often requested
hath not paid the same grain nor the value thereof Money
to the damage of the said John six pounds the Ptt appears
by Jonathan Rolfe Esq^r his Att^r and the said Aaron the three
times publicly called makes default of appearance here
therefore it is considered by the Court that the said John
do recover against the said Aaron two pounds eight shillings
lawful Money damages and Cost of Suit taxed at one
pound ten shillings and ten pence and thereof he may
have his Execution Ex is. 16th Septemb^r 1771

Thomas White the son of South Madley in the County of Hampshire yeoman White
Plt vs Daniel Murphy of Mil- ^{vs} Murphy
boham in s. County of Hampshire yeoman Deft in
a plea of the case for that the said Daniel on the twenty
eighth day of January 1771 at Springfield in s. County
of Hampshire by his Note under his hand for value received
promised the said Thomas to pay him four pounds and
six pence lawful Money on demand with Interest till paid. N^o 91

White
vs
Murphy
No 91

Yet said Daniel who often requested hath not paid the same to the damage of the said Thomas seven pounds the Plt appears by Jonathan Ellis Esq^r his Att^r and the said Daniel who three times publicly call'd makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Daniel the sum of four pounds one Shilling and eleven pence two farthings lawful Money Damages and Cost of Suit tax'd at one pound Eleven Shillings and four pence and thereof he may have his Ex —
Ex is. 10th September 1771

Leonard
vs
Phillips
No 92

Daniel Leonard of Springfield in the County of Hampshire yeoman Plt vs James Phillips of d^r Springfield yeoman Deft in a plea of Trespas for that the said James on the first day of Septemb^r 1770 and on diverse other days and times between the d^r first of Septemb^r and last of March 1772 at Springfield aforesaid with force and Arms broke and entered the Close of the said Daniel in Springfield aforesaid to wit one piece of Land containing about fifteen Acres bounded Southwesterly and Easterly on Land of the said James Northerly on the fence and Land of d^r Daniel and Westerly on Land of Simon Phillips and then and there cut down fells and Carried away one hundred and fifty Trees of the d^r Daniels in the same Close lately growing of the value of twenty pounds and also then and there cut down took and Carried away twenty Cart Load of other Trees and Timber of the said Daniels arising therefrom and in the same Close lately growing to the value of one other Sum of twenty pounds and did other wrongs & Injuries to the said Daniel contrary to Law &c to the damage of the said Daniel thirty pounds the Plt appears by Jonathan Ellis Esq^r his Att^r and the Deft by John Worthington Esq^r comes into Court and moves for a Continuance of this Action and accordingly it is considered by the Court that the d^r Parties have a further day before the Lord the thing here untill the last Tuesday of August next following d^r third Tuesday of May aforesaid and that Wth Augustine's Day Cat the desire of the parties make a Survey and plan of the Lands trespass'd on and return the same to the next Court viz in August.

Wymon
vs
Chapin
No 93

Isaac Wymon of Thune in the Province of New Hampshire Gent^l Plt vs Gad Chapin of Springfield in the County of Hampshire Gent^l Deft in a plea of Trespas on the Case for that the said Gad at Springfield aforesaid on the twelfth day of Novemb^r 1768 by his Note of that date for value received promised d^r Isaac to pay him or his Order three pounds and five pence lawful Money on demand with Interest till paid yet d^r Gad hath not paid the same to the damage of the said Isaac seven pounds the Plt appears by Samuel Warrard Gent^l his Att^r and the said Gad who three times publicly call'd makes default of appearance here therefore it is considered by the Court that the d^r Isaac do recover against the d^r Gad three pounds nine Shillings and six pence two farthings lawful Money Damages and Cost of Suit tax'd at two pounds ten Shillings and two pence and thereof he may have his Ex —
Ex is. 27th September 1771.

The foregoing Judgments orders and appeals being made and entered up in manner aforesaid the said Court was adjourned without Day

Attest W^m Williams Clerk

Hampshire p^o Anno Regni Georgii Tertii Regis Magnae
Britanniae Franciae et Hiberniae Unionis
At the Inferiour Court of Common Pleas
holden at Springfield within and for the
County of Hampshire on the last Tuesday
of August being the twenty seventh day
of the said Month Anno Domini 1771

Present

Israel Williams. Esq
Oliver Partridge. Esq
Timothy Dwight. Esq
Thomas Williams. Esq

Justices of d. Court

Jury of Trials

Sp^d { Heneiah Warner ^{foreman}
Jonathan Smith jun^r
W^m Ithamar Clark
H^d. Nathaniel Montague
W^m Lisle Lachet
W^m Levi - - Place

Esq^s. John Pray -
W^m Elias Smith
Esq^s. James Gee
W^m. Paul Langdon
W^m. Joshua Shaw -
W^m. Benjamin Budget
In the Case Hayre vs Fowler
de Tal, Israel Clark of Granby
on, Fairfield vs Hannum
de Tal. Isaac Mixer, Mersayfield
and Elias Smith off in both. -

Continued out!

Migail Lachet of Westfield in the County of Hampshire
Widow Plt vs Erasmus Lachet of Pittsfield in the County of
Berksheire yeoman Deft in a plea &c as at large on record
heretofore, and it is considered by the Court that this Action
be continued and accordingly the parties have a day before the
Lord the thing here untill the second Tuesday of November next
following & last Tuesday of August aforesaid.

John Leavit of Suffield in the County of Hampshire Gent^l Plt
Abimazay Easton of Westfield in d. County Joiner Deft in a plea
of the case &c as at large on record heretofore, Refer^d as hereto-
for and continued under the same Rule.

William Dunsmore of Lymaster in the County of Worcester Physician and
Hannah his Wife Plt vs Enoch Allen of Arkfield in the County
of Hampshire Husbandman. Deft in a plea of Ejctment &c
as at large on record heretofore, and now Reuben Belding who
warrant^d ~~as at large~~ comes into Court and prays leave to im-
pearl to the next Term of this Hon^{ble} Court, that he may vouch
one Nathaniel Kellogg & Obadiah ^{warrant^d their issue to him &c} ~~Dickinson~~ ^{therefore it is considered by the Court}
whose D^d of the premises he produces with ^{that they are grant^d}
that the d. Parties have a further day before the Lord the thing
here untill the second Tuesday of Nov^r next following & last
Tuesday of August aforesaid

Daniel Williams of Easton in the County of Bristol Esq^r Plt
William
Wilkin

Williams vs John Wilkie of Ashfield in the County of Hampshire Husband-
man Deft in a plea of Ejectment &c as at large on Record her-
etofore and now Ruben Pickering who Warrant &c is aforesaid comes
and Imparls &c as last above mentioned therefore it is Considered
by the Court that the said Parties have a further day before the Lord
the King here untill the second Tuesday of November next following
said last Tuesday of August aforesaid.

Gould vs Samuel Gould of Amherst in the County of Hampshire yeoman
Plt vs Johnsons Cleveland late of Bennington in the County
of Albany and Province of New York yeoman Deft in a plea
of the case &c as at large on Record heretofore The Plt appears
by Simon Strong Esq^r his Att^r and the said Johnsons three
times publickly called makes default of appearance here there-
fore it is Considered by the Court that the said Samuel do re-
cover against the said Johnsons sixteen pounds twelve shillings and
ten pence lawful Money damages and Cost of Suit Tax^d
at two pounds eight shillings and four pence and thereof
he may have his Ex — Ex is. 21st Septemb^r 1771 —

Dickinson vs Thomas Dickinson of Deerfield in the County of Hampshire
yeoman Plt vs Stephen Fay of Bennington in the County
of Albany and Province of New York Gent^l Deft in a
plea of the case &c as at large on Record heretofore, The Plt
being three times publickly called is Nonsuit and the Deft
likewise defaulted.

Fowler vs Bilead Fowler of Westfield in the County of Hampshire yeoman
Plt vs Elizabeth Barker of S. Westfield Widow Deft in a
plea of the case &c as at large on Record heretofore The Deft
by John Phelps Gent^l his Att^r Confesses Indemnity for five
pounds part of the damages demanded and for Costs and the
Plt by Justin Ely Gent^l his Att^r agrees to accept that in full Satisf-
faction of the demand therefore it is Considered by the Court that the
S. Bilead do recover against the S. Elizabeth five pounds lawful Money
damages and Cost of Suit Tax^d at one pound ten shillings
and eight pence and thereof he may have his Ex —
Ex is. 25th Septemb^r 1771 —

Leonard vs Daniel Leonard of Springfield in the County of Hampshire
yeoman Plt vs James Phillips of S. Springfield yeoman Deft
Phillips in a plea of Trespass &c as at large on Record heretofore The
Plt appears by Jonathan Bliss Esq^r his Att^r and the Deft by
John Worthington Esq^r comes and defends &c and reserving liberty
to waive this plea and make any new plea on the Trial of
the appeal says that he never promised the Plt as he in his
declarations hath declared against him and thereof puts himself
on the Country, and the Plt consenting to the reservation
aforesaid saith that for any thing by the said James in his
plea above alleged he ought not to be precluded from having
his actions against him maintained because he saith the the
plea above of the said James and the Matters therein contained are
not a sufficient Answer to his declarations and that he is not
held by Law to make any Answer thereto and this he is
ready to verify wherefore he prays Judgment of the plea do as.

and that his damages and Cost may be Adjudged to him as
And the d. James says her plea aforesaid is sufficient
Whereupon all and singular the premises being seen and by the Court
of the Lord the thing now there fully understood for that it appears
to the said Court that the plea aforesaid of the said James in manner
and form by him above pleaded and the Matters therein contained
are an Insufficient answer to the declaration aforesaid of the said
Daniel and ought not to preclude the said Daniel from having
and maintaining his action aforesaid and because the said
James hath not pleaded in any manner the aforesaid action
and plea of the said Daniel therefore it is Considered that the
said Daniel do recover against the said James thirty pounds
lawful Money damages and Cost of Suit taxed at one pound
eighteen shillings and four pence, and now the said James
by John Northbrooks Esq appeals from the Judgment of
this Court to the Superior Court to be holden at Springfield
on the fourth Tuesday of September next and he recognises
with Sures as the Law directs for the said James prosecuting
his said Appeal with effect as pt. Recognizance on file appears.

Henry McNeal of Union in the County of Windham and Colony ^{McNeal}
of Connecticut Yeoman Plt vs Robert Gennings of South Brim ^{vs} Gennings
field in the County of Hampshire Husbandman Deft in a
plea of the case &c as at large on Record herebefore and now
the said Robert Gennings comes into Court and the Plt consenting that
he may make any new plea on the trial of the appeal and that
he may give any special Matter in Evidence under the general
Issue at this Court pleads and says that he never wronged in manner
and form as the Plt in his declaration hath alleged and thereof
puts himself on the Country, And the Plt consenting to the revocation
of the Deft does likewise thereupon the Jurors adding to the fore
form and effect of the Statutes in this case made and provided and
at this time returned and Impannelled being demanded likewise
come who to say the truths concerning the premises being duly
sworn declare upon their oaths that the d. Robert never
wronged the d. Henry as he in his declaration hath alleged
and therefore find for the Deft his Costs, therefore it is Considered
by the Court that the d. Robert do recover against the d. Henry
his Cost taxed at three pounds two shillings after all which
the Plt by Jonathan Phelps Esq by his Att. appeals from the Judgment
of this Court to the Superior Court to be holden at Spring-
field on the fourth Tuesday of September next and he recognises
with Sures as the Law directs for the d. Henry's prosecuting
his appeal with effect as pt. Recognizance on file appears.

Noah Dickinson of Amherst in the County of Hampshire yeoman ^{Dickinson}
Plt vs Timothy Glap yeoman and William Glap yeoman ^{vs} Glap et al
an Infant under the age of twenty one years both of said ^{No 1}
Amherst Defs in a plea of Trespass wherein the said Noah
Complains and says that the said Timothy and William at
said Amherst on the fourth day of June 1771 the said Noah's
Glap in d. Amherst bounded North on William Glap's Land East
on Pelham line South on Land of John Montague west
on the Iron way with force and Arms broke and Entered and

Dickinson
 vs
 Glapthorpe
 N 1

and the said Noahs Grass & Herbage there lately growing
 to the value of twenty Shillings beat down and destroyed and
 the said Noahs rail fence for eighty Rods in length of the
 value of ten pounds there lately standing throw down destroyed
 and carried away and also that the said Timothy and William
 on the fifth day of June and at divers days & times between
 the 1st day of June and twenty sixth day of July^{next} following the
 same place of the said Noahs with force and arms broke
 and entered and the said Noahs Grass there lately growing
 to the value of thirty Shillings with horses Cows and Oxen
 did eat up beat down and wholly destroy and many other
 outrages against S. Noah the said Timothy and William
 did commit contrary to Law to the damage of the said
 Noah twenty pounds the Plt appears by Simeon Strong
 Esq. his Att. and the said Def. by Joseph Mawley Esq. &
 come here and pray for a Continuance of this action that
 they may have opportunity to make such surveys as
 they suppose necessary in the case. and it is agreed by
 the Plt that the case should be continued with this caution
 that he shall not be obliged to pay any further costs for
 surveys which the Def. may make than the Court shall
 judge reasonable Simeon Parsons Surveyor Gideon Clarke
 and Benjamin Colt Chainmen agreed. therefore it is
 considered by the Court that the said Parties have a
 further day before the Lord the thing here untill the 2^d
 Tuesday of Novemb^r next following S. last Tuesday of
 August aforesaid

Strong
 vs
 Carrier
 N 2

Simeon Strong of Amherst in the County of Hampshire
 Esq. Plt vs Benjamin Carrier junr of Belcher Town in
 S. County of Hampshire yeoman Def. in a plea of the
 Case for that the S. Benjamin at S. Amherst on the eighth
 day of January 1771 by his Note of that date for
 value received promised said Simeon to pay to him or
 his Order the Sum of four pounds seven Shillings law-
 ful Money on demand with Interest till paid yet said
 Benjamin hath not paid the same nor any part thereof
 to the damage of the S. Simeon five pounds the Plt ap-
 pears in his own proper person and the said Benjamin
 comes here in his proper person and Confesses Indigent for
 the damages demanded viz the Sum due on the Note and
 Costs, therefore it is considered by the Court that the
 said Simeon do recover against the said Benjamin
 four pounds ten Shillings and five pence two farthings
 lawful Money Damages and Cost of Suit taxed at one
 one pound eleven Shillings and eight pence and there-
 fore he may have his Execution.

Execution is. 6th September 1771

Benjamin Colt of Hadley in the County of Hampshire
 yeoman Plt vs Timothy Nurse late of Rutland diocess in the
 County of Worcester yeoman Deft in a plea of the case for
 that the said Timothy at S. Hadley on the twenty seventh
 day of July 1771 by his note of that date for value reciev^d.
 promised the said Benjamin to pay him the sum of nine
 ten pounds lawful money by the first day of May
 then next with Interest till paid yet the S. Timothy
 hath never paid the same to the damage of the said
 Benjamin twenty three pounds the said parties appear
 in their own proper persons and refer this case with all
 other actions controversies and demands subsisting between
 them to the final determination and Award of Daniel
 Bliss Esq William Symms Gent and Markham Smith yeo-
 man (Arbitrators mutually eluted and named by the S.
 Parties) or any two of them to be made upon the premises
 and returned into this Court so soon as may be and
 the said Parties have a day before the Lord the thing
 were untill the second Tuesday of Novemb^r next and
 it is agreed by the said Parties that the several Matters
 Submitted as aforesaid shall be heard at St. Mathars
 Cocho in Hadley on the first day of October next after
 the said last Tuesday of August aforesaid.

Colt
 vs
 Nurse
 No 3

Jonathan Warner of Hadley in the County of Hampshire
 Tracer Plt vs Eliphalet Gaylord late of South Hadley in
 S. County of Hampshire yeoman Deft in a plea of
 the case for that the S. Eliphalet at said Hadley on the
 twenty Seventh day of August 1769 by his note of
 that date for value reciev^d. promised the said
 Jonathan to pay him one pound eighteen Shillings
 lawful money on demand with Interest till paid
 and also for that the said Eliphalet at said Hadley
 on the second day of August 1770 by his other note
 of that date for value also reciev^d. promised the said Jonathan
 to pay him one other sum of fifteen pounds eleven
 Shillings and four pence half penny lawful money
 by the first day of April then next with Interest untill
 paid yet the said Eliphalet hath never performed either
 of his said Promises to the damage of the said Jonathan
 twenty pounds. the Plt appears by Eliska Porter Esq
 his Att^r. and the said Eliphalet the three times publicly
 call^d. on^d. his default of appearance here therefore it is con-
 sidered by the Court that the said Jonathan do recover
 against the said Eliphalet eighteen pounds twelve Shil-
 lings and six pence two farthings lawful money damages
 and Cost of Suit Tax^d at one pound fifteen Shillings and two pence
 and thereof he may have his Ex — Ex is. 4th Septemb^r 1771 —

Warner
 vs
 Gaylord
 No 4

N^o 5 Jonathan Warner vs Elihu Williams Non suit and default
Writ not to be found in the files of this Court.

Warner
vs
Morse
N^o 8

Jonathan Warner of Madley in the County of Hampshire
Tobias Pitt vs John Morse of the Ashmolett Esquivent Lands
so called which is annexed unto Pittsfield in the County of
Wiltshire Gent and a Deputy Sheriff under Elijah Williams
Esq Sheriff of s^d County of Wiltshire Deft in a plea of the
case wherein the s^d Jonathan complains and says that at
the Inferiour Court of Common pleas holden at Northamp-
ton &c on the second Tuesday of Februy Anno 1741 the s^d Jonathan
by the consideration of s^d Court recovered Judgment against
one Simon Stephens for the sum of Six pounds Eight
Shillings and Seven pence two farthings lawful Money
damages and one pound Eleven Shillings and five pence
like money for his Cost of Suit as by the record thereof
in our s^d Court there remaining is fully Manifest and ap-
pears, and afterwards viz on the nineteenth day of the same
Februy he the said Jonathan sued out the Writ of Execution
in due form of Law on s^d Judgment in foron afores^d recovered
from the Clerks office of s^d Court directed to the Sheriff of
the County of Wiltshire his under Sheriff or Deputy reciting
that whereas the s^d Jonathan had recovered Judgment against
the s^d Simon as afores^d for the sums afores^d whereof Execution
remained to be done and therefore Commanding s^d Sheriff
or Deputy that of the goods &c they should cause to be paid and
satisfied to the s^d Jonathan the sums afores^d with 1/11th more for
that Writ and thereof also to satisfy themselves &c and for
want &c to take the body of the s^d Simon and him commit
unto the Gaol in Gaol Barrington in s^d County of Hampshire
and detain &c untill he should pay s^d Sums or be discharged
by s^d Creditor &c and to make return &c in the Inferiour
Court of Common pleas then next to be holden at Springfield
&c on the third Tuesday of May then next. Which Writ the s^d
Jonathan at s^d Springfield on s^d nineteenth day of Februy
delivered to the s^d John Morse then and ever since
a Deputy Sheriff under Elijah Williams Esq Sheriff
of s^d County of Wiltshire in due form of Law to be
executed and afterwards viz on the first day of May Anno
1741 at Springfield afores^d the s^d John Morse by
Collusion between himself and the said Simon Stephens
and by force of s^d Writ of Execution received the whole
Sums so thereby Commanded to be levied but hath
never paid the same unto the s^d Jonathan nor has s^d
John ever made Return of s^d Writ &c as by s^d Writ
he was Commanded whereby s^d Jonathan has lost s^d Sums
&c to the damage of the s^d Jonathan twelve pounds
the Pitt the three times called is Non suit and the
Deft likewise Defaulted.

Jonathan Warner of Madley in the County of Hampshire Trader
 Plt vs John Morse of the Ashuelott Equivolent Land (so call'd) which
 is Annex'd to Pittsfield in the County of Berkshire Gent and
 Deputy Sheriff under Elijah Williams Esq Sheriff of said County
 of Berkshire Dft in plea of Trespas on the Case wherein the said
 Jonathan complains and says that at the Inferiour Court of
 Common pleas holden at Northampton on the on the second Tues-
 day of Feby and in the tenth year of his Majesty's reign by
 the Consideration of sd Court he the said Jonathan recovered
 Judgment against one Israel Pugh for the sum of five pounds
 two shillings lawful Money damages and one pound fifteen
 shillings and seven pence for his Costs of Suit as by Record
 thereof in sd Court remaining is fully Manifest and appears
 and afterwards viz on the thirtieth day of March A 1771
 he the said Jonathan sued out from the Clerk's office of sd Court
 one pluries Writ of Execution in due form of Law in sd Judgment
 in form aforesd. Moreover directed to the Sheriff of the County of
 Berkshire his Under Sheriff or Deputy requiring that whereas
 the sd Jonathan had recovered Judgment against the sd Israel as
 aforesd for the sums aforesd. whereas Execution remained to be done and
 therefore commanding sd Sheriff or Deputy that of the goods or they
 should cause to be paid to the sd Jonathan sd sums with five
 shillings and four pence more for that and two former Writs
 and thereof to satisfy themselves &c and for want or to take the
 body of the sd Israel and him commit unto the Goal in Great
 Barrington in sd County of Berkshire and him there detain &c
 and to make return of that Writ with their doings thereon
 into sd Inferiour Court then next to be holden at Spring-
 field on the third Tuesday of May then next which sd Writ sd
 Jonathan at Springfield aforesd on the thirtieth day of March
 delivered to sd John Morse then and ever since a Deputy
 under Elijah Williams Esq &c in due form of Law to be
 executed and afterwards viz on the thirty first day of March
 at Springfield aforesd the said John Morse by Collusion between
 himself and the said Israel and by force of sd Execution receivd
 the whole sums so thereby commanded to be levied but has
 never paid the same to the sd Jonathan nor has sd
 John ever made any return of sd Writ or his doings therein
 into sd Inferiour Court as by sd Writ commanded whereby
 sd Jonathan has wholly lost the benefit of sd Writ and the
 whole sums expressed which is to the damage of the said
 Jonathan ten pounds, the Plt the three times publicly
 call'd is Nonsuit and the Dft likewise defaulted.

Warner
 vs
 Morse
 N^o 9

Jonathan Warner of Madley in the County of Hampshire
 Trader Plt vs John Morse of the Ashuelott Equivolent Land
 (so call'd) which is Annex'd to Pittsfield in the County of
 Berkshire Gent and Deputy Sheriff under Elijah Williams
 Esq Sheriff for sd County of Berkshire in a plea of Trespas
 on the Case for that the said Jonathan complains and says
 that at the Inferiour Court of Common pleas holden at
 Northampton within and for the County of Hampshire on

Idem
 vs
 Gundersen
 N^o 10

Warner
vs
Morse
N^o 10

on the second Tuesday of February 1771 the s^d. Jonathan recovered Judgment against one Joseph Phelps for four pounds six Shillings and six pence three farthings lawful Money Damages and one pound twelve Shillings and one penny for Costs as of Record &c and on the Nineteenth day of s^d. February the s^d. Jonathan said out the Writ of Ex^{co} — &c directed to the Sheriff of Berkshire County or his Deputy &c which Writ the s^d. Jonathan Delivered to the s^d. John Morse then and ever since a Deputy unders^d. Elijah Williams Esq^r but the s^d. John hath never paid the same to the s^d. Jonathan nor made return of s^d. Execution &c as on file the said Jonathan being three times publickly call'd to come into Court does not appear and therefore is Non-suit and the said John likewise Defaulted.

Idem
vs
Turner
N^o 11

Jonathan Warner of Hadley in the County of Hampshire Trader Plt vs Nathaniel Turner late of Sunderland in s^d. County yeoman Dft in a plea of the case for that the said Nathaniel at s^d. Hadley on the twenty fourth day of July 1771 being Justly Indebted to the s^d. Jonathan in the sum of three pounds four Shillings and five pence lawful Money to ballance Book Acct^s according to the Act to the Plt's Writ annex'd he the said Nathaniel then and there in Consideration thereof promised the said Jonathan to pay him the same on demand yet s^d. Nathaniel hath never paid the same to the damage of the said Jonathan six pounds the Plt appears by Elisha Porter Esq^r his Att^r and the said Nathaniel the three times publickly call'd makes default of appearance here therefore it is Considered by the Court that the s^d. Jonathan do recover against the s^d. Nathaniel three pounds four Shillings and five pence lawful Money Damages and Cost of Suit Tax'd at one pound Eighteen Shillings and two pence and thereof he may have his Ex^{co} — Ex^{co} is. 4th September 1771 —

Idem
vs
Nash
N^o 12

Jonathan Warner of Hadley in the County of Hampshire Trader Plt vs Elisha Nash late of Granby in s^d. County yeoman Dft in a plea of the case for that said Elisha at said Hadley on the tenth day of August 1770 by his Note of that date for value reciev^d promised s^d. Jonathan to pay him the sum of four pounds nine Shillings and one penny two farthings lawful Money on demand with Interest till paid yet the s^d. Elisha tho often requested hath never paid the same nor any part thereof to the damage of the said Jonathan seven pounds the Plt appears by Elisha Porter Esq^r his Att^r and the said Elisha tho the three times publickly call'd makes default of appearance here therefore it is Considered by the Court that the said Jonathan do recover against the said Elisha the sum of four pounds fourteen Shillings and eight pence two farthings lawful Money Damages and Cost of Suit Tax'd at one pound fifteen Shillings and six pence and thereof he may have Ex^{co} — Ex^{co} is. 4th September 1771

Jonathan Warner of Hadley in the County of Hampshire
 Trader P'tt vs Daniel Bridges late of Greenwich in S. County
 yeoman Deft in a plea of the Case for that the said Daniel
 at said Hadley on the fifth day of June 1770 by his note
 of that date for value reciev^d. promised S. Jonathan to pay
 him Eleven pounds thirteen Shillings and Eleven pence
 half penny lawful Money on demand with Interest till paid
 yet the S. Daniel hath never paid the same to the damage
 of the said Jonathan thirteen pounds the P'tt appears by
 Elisha Porter Esq^r his Att^r. and the said Daniel the three
 times publickly call'd makes default of appearance here
 therefore it is considered by the Court that the S. Jonathan
 do recover against the said Daniel Eleven pounds sixteen
 Shillings and three pence lawful Money Damages and Cost
 of Suit tax'd at One pound sixteen Shillings and ten
 pence and thereof he may have his Ex - Ex is? 4th Septemb^r. 1771.

Idem
 vs
 Bridges
 N^o 13

Jonathan Wells of Glastenbury in the County of Hartford and
 Colony of Connecticut Esq^r P'tt vs Isaiah Carrier of Belcher
 town in the County of Hampshire yeoman Deft in a
 plea of the Case for that the said Isaiah at a place call'd Glas-
 tenbury viz at Springfield in S. County of Hampshire on the
 twenty first day of Novemb^r. 1769 by his note of that
 date for value reciev^d. promised S. Jonathan to pay him
 twenty six pounds lawful Money on demand with Interest
 till paid yet S. Isaiah hath never paid the same to the damage
 of the S. Jonathan thirty two pounds the P'tt appears by Elisha
 Porter Esq^r his Att^r. and the said Isaiah the three times
 publickly call'd makes default of appearance here therefore
 it is considered by the Court that the said Jonathan do recover
 against the S. Isaiah twenty eight pounds fifteen Shillings
 and six pence two farthings lawful Money damages and
 Cost of Suit tax'd at two pounds and ten pence and thereof
 he may have his Ex - Ex is? 4th Septemb^r. 1771

Wells
 vs
 Carrier
 N^o 14

Noah Goodman of South Hadley in the County of Hampshire
 yeoman P'tt vs Josiah Moody of Amherst in S. County yeo-
 man Deft in a plea of the Case for that the said Josiah at
 said South Hadley on the eighth day of Feby^r. 1771 by
 his note of that date for value reciev^d. promised S. Noah to
 to pay him or his Order the sum of Seven pounds five Shil-
 lings lawful Money by the eighth day of May then next
 with Interest from the time of payment till paid yet the S.
 Josiah hath never paid the same to the damage of the
 said Noah nine pounds the P'tt appears by Elisha Porter Esq^r
 his Att^r. and the said Josiah the three times publickly call'd
 makes default of appearance here therefore it is considered
 by the Court that the said Noah do recover against the said
 Josiah Seven pounds seven Shillings and seven pence lawful
 money damages and Cost of Suit tax'd at One pound fif-
 teen Shillings after all which the S. Josiah appeals from
 the Judgment of this Court to the Superior Court to
 be holden at Springfield on the fourth Tuesday of Septemb^r
 next and he recognises with sureties for the prosecuting S.
 appeal with effect as pr. recognizance on file appears.

Goodman
 vs
 Moody
 N^o 15

Billings
vs
Cook
N^o 16) Joseph Billings of Hatfield in the County of Hampshire
Gent. Plt vs Samuel Cook of Hadley in s^c. County of
Hampshire Yeoman Deft in a plea of the case for that s^c.
Samuel at s^c. Hatfield on the fifteenth day of March 1771
by his Note of that date for value received promised said
Joseph to pay him nine pounds nine shillings and nine
pence three farthings lawful Money on demand with
Interest till paid. Yet the said Samuel hath never paid
the same to the damage of the said Joseph nine pounds
nineteen shillings the Plt appears by Elisha Porter Esq
his att^y and the said Samuel the three times publicly
called makes default of appearance here therefore it is
considered by the Court that the said Joseph do recover
against the said Samuel nine pounds fifteen shillings
and one penny lawful Money damages and Cost of Suit
tax^d at one pound sixteen shillings and two pence
and thereof he may have his Ex — Ex is. 21st Octob^r 1771

Williams
vs
Walker
N^o 17) John Chester Williams of Hadley in the County of
Hampshire Gent. Plt vs Israel Walker of a place call^d
Williamsburgh in the County of Berkshire Yeoman Deft
in a plea of the case for that whereas the s^c. Williams at
s^c. Hadley on the tenth day of December 1770 at the request
of the s^c. Walker had before that time sold and delivered unto
him divers Goods Wares and Merchandise according to
the Amount to the Plt^s Writ annex^d in the said Walker
there and there in Consideration thereof promised s^c. Williams
to pay him the value thereof in Money and the s^c. Williams
in fact says that s^c. Goods &c at the time of delivery were
reasonably worth two pounds nineteen shillings and ten pence
three farthings, lawful Money or at Hadley afores^d where
the said Walker then and there had Notice. And also for
that the said Walker at s^c. Hadley on the fifteenth day of
February 1771 by his Note of that date for value received
promiss^d s^c. Williams to pay him one other Sum of
three pounds three shillings and ten pence lawful
Money on demand with Interest till paid Yet s^c. Walker
hath not performed either of his s^c. promises to the da-
mage of the s^c. Williams ten pounds, the Plt appears
by Elisha Porter Esq^r his att^y and the said Walker the
three times publicly call^d makes default of appearance
here therefore it is considered by the Court that the
said Williams do recover against the s^c. Walker six
pounds five shillings and nine pence three farthings
lawful Money damages and Cost of Suit tax^d at two
pounds two shillings and ten pence and thereof he may
have his Ex — Ex is. 4th September 1771 —

Idem
vs
Hall
N^o 18) John Chester Williams of Hadley in the County of
Hampshire Gent. Plt vs John Hall late of a place
call^d Williamsburgh in the County of Berkshire
Yeoman Deft in a plea of the case for that the said Hall

at a place called Williamsburgh viz at Hadley aforesaid on the
 twentieth day of December 1770 by his Note of that date for value
 received promised one Meresiah Gaylord to pay him or his Order five
 pounds one Shilling and six pence lawful Money within three
 Months from the date of s. Note with Interest after time of pay-
 ment till paid and afterwards viz on the same twentieth day
 of December the said Meresiah by his Indorsement on the back
 of s. Note for value recd. of the s. Williams ordered the Contents
 of s. Note then wholly due to be paid to the said Williams
 of all which the s. Hall then and there instantly had notice
 and so became liable to pay the Contents of s. Note agreeable
 to the tenor thereof unto the said Williams and in consideration
 thereof he the s. Hall there and there promised the said Williams
 to pay him the same accordingly yet the said Hall hath
 never paid the same to the damage of the s. Williams
 eight pounds the Plt appears by Elisha Porter Esq his att.
 And the s. Hall the three times publicly called makes
 default of appearance here therefore it is considered by the
 Court that the said Williams do recover against the said Hall
 five pounds four Shillings and one penny three farthings
 lawful Money damages and Cost of Suit taxed at two pounds
 two Shillings and ten pence and thereof he may have his
 Execution — Ex is? 4th September 1771 —

Elijah Morton of Hatfield in the County of Northampton
 yeoman Plt vs Samuel Pragg yeoman and John Pragg
 yeoman both of South Hadley in s. County of Northampton
 Deft. in a plea of the case for that the said Samuel & John
 at said Hatfield on the Eleventh day of April 1768 by
 their Joint Note of that date for value received jointly and
 severally promised the said Elijah (by the name of Elijah
 Morton of Hatfield Executor to Lt. Jonathan Morton late
 of s. Hatfield deceased) to pay him the sum of nine pounds
 six Shillings and five pence lawful Money within six
 Months of the date of said Note with Interest till paid
 yet the said Samuel and John or either of them have never
 performed their said Promise to the damage of the said
 Elijah fourteen pounds the Plt appears by Elisha Porter
 Esq his att. and the said Deft. the three times publicly
 called make default of appearance here therefore it is considered
 by the Court that the said Elijah do recover against the
 said Samuel and John Eleven pounds four Shillings and
 two pence two farthings lawful Money damages and Cost
 of Suit taxed at one pound fifteen Shillings and there-
 of he may have his Ex —

Morton
 vs
 Pragg &
 Plt 19

Williams Williams of Hatfield in the County of Northampton
 Esq. Plt vs John Heaton of Shillburne in the County of Northampton
 yeoman and Daniel Prider of Deerfield in s. County of Northampton
 yeoman Deft. in a plea of the case for that they the
 s. John and Daniel at Springfield in the County aforesaid
 on the Twentieth day of February 1770 by their Note —

Williams
 vs
 Heaton &
 Plt 20

Williams Esq
vs
Heaton
N^o 20

Note of that date for value reciev^d of the said William that the s^r. John and Daniel promised s^r. William to pay him Six pounds lawful Money on demand with Interest till paid Yet the said Deft^s have never paid the same to the damage of the s^r. William seven pounds the Plt appears by Jonathan Ashley Esq his att^y and the said John and Daniel tho three times publicly call^d make default of appearance here therefore it is Considered by the Court that the said William do recover against the said John and Daniel three pounds sixteen Shillings and Six pence two farthings lawful Money Damages and Cost of Suit taxed at two pounds two Shillings and Six pence and thereof he may have his Ex — Ex is. 6th Septemb^r 1771

Wells
vs
Harrington
N^o 21

Daniel Wells of Dursfield in the County of Hampshire Joiner Plt vs David Harrington of Conway in s^r. County of Hampshire yeoman Deft in a plea of the case for that s^r. David at s^r. Dursfield on the Eighteenth day of May 1771 by his Note of that date for value reciev^d promised s^r. Daniel to pay him or Order two pounds thirteen Shillings on demand with Interest till paid Yet the said David hath never paid the same to the damage of the said Daniel five pounds the Plt appears by Jonathan Ashley Esq^r his att^y and the said David tho three times publicly call^d makes default of appearance here therefore it is Considered by the Court that the said Daniel do recover against the said David two pounds thirteen Shillings and nine pence One farthing lawful Money damages and Cost of Suit taxed at two pounds six Shillings and three pence and thereof he may have his Ex —

Mathews
vs
Chilson
N^o 22

David Mathews of Colrain in the County of Hampshire yeoman Plt vs Asaph Chilson of Conway in s^r. County yeoman Deft in a plea of the case for that the said Asaph at s^r. Colrain on the Sixth day of October 1770 by his Note of that date for value reciev^d promised said David to pay him or Order thirteen pounds Six Shillings and Eight pence lawful Money by the first day of April with Interest from the time of payment untill paid Yet the said Asaph hath never paid the same to the damage of the said David eighteen pounds the Plt appears by Jonathan Ashley Esq his att^y and the s^r. Asaph tho three times publicly call^d makes default of appearance here therefore it is Considered by the Court that the said David do recover against the said Asaph fourteen pounds one Shilling and two pence lawful Money Damages and Cost of Suit taxed at two pounds ten Shillings and thereof he may have his Ex — Ex is. 9th Sept^r 1771

Ashley
vs
Holland
N^o 23

Jonathan Ashley of Dursfield in the County of Hampshire Esq^r Plt vs Abishai Holland of Charlemont in said

said County yeoman Deft. in a plea of the case for that
the said Abishai at Springfield in s^d. County on the twenty
second day of May 1771 by his Note of that date for
value recd^d. promised s^d. Jonathan to pay him two pounds
four Shillings lawful Money on demand with In-
terest till paid Yet s^d. Abishai hath not paid the same
to the damage of the said Jonathan four pounds the
Plt appears in his own proper person and the said Abishai
the three times publickly calld makes default of appear-
ance here therefore it is Considered by the Court that
the said Jonathan do recover against the said Abishai two
pounds four Shillings and seven pence two farthings
lawful Money damages and Cost of Suit tax'd at
two pounds seven Shillings and five pence and thereof
he may have Ex — Ex^{is} 9th Septemb^r 1771

Andrew Shaw of New Braintree in the County of Wor-
cester yeoman Plt vs Aaron Jones of Conway in the
County of Hampshire yeoman Deft in a plea of the case
for that the said Aaron at Ashfield in s^d. County of Hamp-
shire on the first day of January 1771 ^{by his note} for value recd^d.
promised s^d. Andrew to pay him or Order seven pounds
and seven Shillings lawful Money by the first day of
May then next with lawful Interest from time of payment
untill paid Yet the said Aaron hath never paid the same
to the damage of the said Andrew Nine pounds the Plt
appears by Jonathan Ashley Esq. his att^y and the said
Aaron the three times publickly calld makes default of
appearance here therefore it is Considered by the Court
that the said Andrew do recover against the said Aaron
seven pounds Nine Shillings and nine pence two farthings
lawful Money damages and Cost of Suit tax'd at two
pounds seven Shillings and thereof he may have his Ex
Execution is. 24th Octob^r 1771 Alias is. 2^d Octob^r 1772

James Pitts of Boston in the County of Suffolk Esq
Plt vs Nathan Chapin of Ashfield in the County of
Hampshire yeoman Deft in a plea that the s^d. Nathan
render to s^d. James thirty one pounds one Shilling
and five pence one farthing lawful Money which
to the said James he the said Nathan owes and unjustly
detains and whereon the said James says that at an Inferiour
Court of Common pleas holden at Springfield within and
for s^d. County of Hampshire on the third Tuesday of
May in the ninth year of his Majesty's reign by
the Consideration of s^d. Court he the said James recovered
Judgment against the said Nathan for the sum of twenty
Eight pounds three Shillings and three pence one
farthing lawful Money for his damages by reason
of the said Nathans not performing his promise before
that time made to the said James and also for the
sum of two pounds Eighteen Shillings and two pence like

Pitte Esq
 vs
 Chapin
 N^o 25

like Money for his Costs &c whereof the said Nathan is
 Convi^{ct} as by the Record thereof in s^d. Court remaining
 is fully manifest and appears which Judgement remains
 in full force not satisfied nor reversed and altho Ex-
 ecution on the Judgement aforesaid &c was afterward to wit on the
 thirteenth day of July in s^d. year afores^d taken out of
 the Clerks office of s^d. Court yet no parts of the sum
 afores^d. have been levied thereby and the return day of
 s^d. Execution is long since past but said Execution is return^d
 wholly unsatisfied whereby Action hath accrued to s^d. James
 to demand and have of the said Nathan the aforesaid
 sum of thirty one pound one Shilling and five pence
 one farthing yet s^d. Nathan hath not paid said James
 s^d. sum nor any part of it to the damage of the s^d. James
 fifty pounds the Plt appears by Jonathan Ashley Esq
 his Att^r. and the s^d. Nathan the three times publicly
 call^d makes default of appearance here therefore it is
 considered by the Court that the s^d. James do recover
 against the said Nathan thirty five pounds six Shil-
 lings and seven pence one farthing lawful money Debt
 and three pounds six Shillings and four pence Cost
 of Suit as tax^d &c and thereof he may have his Ex-
 ecution is: 24th Octob^r 1771

Rogers
 vs
 Andrews
 N^o 26

Jonathan Rogers of Draper in the County of Cumberland
 and Province of New York yeoman Plt vs Thomas Ander-
 ews of Ware in the County of Hampshire yeoman Def^t
 in a plea of the case for that the said Thomas at said
 Ware on the twenty fifth day of October 1770 by his
 Note of that date for value received promised said Jonathan
 to pay him or order three pounds ten Shillings s^d.
 sum to be paid in Smiths Work Iron hallow ware or
 Edge Tools by the first day of May then next with
 Interest from s^d. first of May untill paid s^d. Smiths work
 &c to be delivered at s^d. Thomas's dwelling house in s^d. Ware
 yet s^d. Thomas altho the s^d. Jonathan has been always ready
 to receive them hath never delivered s^d. Smiths work &c to
 the damage of the said Jonathan six pounds the Plt
 appears by Jonathan Ashley Esq his Att^r. and the said
 Thomas the three times publicly call^d makes default
 of appearance here therefore it is considered by the Court
 that the said Jonathan do recover against the said Thomas
 three pounds Eleven Shillings and four pence lawful
 money damages and Cost of Suit tax^d at two pounds
 nine Shillings and thereof he may have his Ex-
 ecution is: 25th Decemb^r 1771

Wells
 vs
 Sharp
 N^o 27

Agrippa Wells of Shelburne in the County of Hampshire
 yeoman Plt vs Caleb Sharp of Conway in s^d. County
 of Hampshire yeoman Def^t in a plea of the Case for

for that the said Caleb at Springfield in s^d County of Hampshire
on the thirteenth day of June 1766 by his Note of that date for
value received promised the said Agrippa to pay him two pounds
five shillings and four pence on demand with Interest till
paid yet the said Caleb hath never paid the same or any part thereof
to the damage of the said Agrippa six pounds the D^t appears
by Jonathan Ashby Esq his Att^r and the said Caleb the three
times publickly called makes default of appearance here there-
fore it is considered by the Court that the said Agrippa do
recover against the s^d Caleb two pounds nineteen shillings
and seven pence lawful Money damages and Cost of Suit taxed
at two pounds eight shillings and six pence and thereof
he may have his Ex — Ex is: 25th Septemb^r 1771 —

Timothy Thayer of Northampton in the County of Hampshire
yeoman D^t vs Samuel Hunt of Charlemon in s^d County gent.
D^t in a plea of the case for that the said Samuel at Dorchester
in s^d County on the twenty first day of February 1771 by
his Note of that date for value received the said Samuel
promised s^d Timothy to pay him or Order Eighty three pounds
six shillings and eight pence on or before the first day of
April then next after the date of said Note with Interest
till paid yet the s^d Samuel the often requested hath never
paid the same to the damage of the said Timothy one hundred
pounds the D^t appears by Jonathan Ashby Esq his Att^r and
the said Samuel the three times publickly called makes default
of appearance here therefore it is considered by the Court
that the said Timothy do recover against the said Samuel Eighty
six pounds lawful Money damages and Cost of Suit taxed
at two pounds three shillings and two pence and thereof
he may have his Ex — Ex is: 23rd March 1772 —

Thayer
vs
Hunt
N^o 30

Ephraim Pelton of Granville in the County of Hampshire
blacksmith D^t vs Bilead Fowler of Westfield in said
County yeoman D^t in a plea that the said Bilead
owed to the said Ephraim two hundred pounds lawful
Money which to him he owes and from him unjustly
detains and whereon the said Ephraim says that at Spring-
field in said County on the twenty first day of April 1764
the said Bilead by his bond under his name
of that date and in Court to be produced bound himself
by the name of Bilead Fowler of — in the County of Hamp-
shire and Province of the Massachusetts Bay in New England
unto the said Ephraim by the name of Ephraim Pelton
of Blanford in the sum of two hundred pounds lawful
Money to be paid on demand yet the said Bilead hath
never paid the same to the damage of the said Ephraim
two hundred pounds, the Parties appear and it is considered
by the Court that this Action be continued, and accordingly
the said Parties have a further day before the Lord the
thing here untill the second Tuesday of March next.
following said last Tuesday of August foresaid —

Pelton
vs
Fowler
N^o 31

Pelton
vs
Fowler
N^o 32 } Ephraim Pelton of Granville in the County of Hampshire
yeoman Plt vs Bilead Fowler of Westfield in D^y County
yeoman Deft in a plea of Trespass — on the case for that
the said Bilead at said Springfield in the County of Hamp-
shire on the last day of June 1771 being indebted
to the said Bilead in the sum of thirty ^{seven} pounds and
fourteen shillings and three pence for wheat, beef,
and keeping a yoke of oxen then before that time ac-
cording to the Account to the Plt^s Writ annexed and being
so indebted he the said Bilead then and there in Convi-
dication thereof promised the said Ephraim to pay him
the same on demand yet the said Bilead hath not per-
formed his said promise to the damage of the said Ephraim
forty five pounds the Parties appeared and it is considered
by the Court that this action be continued and accordingly
the said Parties have a further day before the Lord the
thing here untill the second day of November next

Phelps
vs
Fowler
N^o 33 } Joseph Phelps of Simsbury in the County of Hartford and
Colony of Connecticut Gent. Plt vs Abner Fowler of South-
wick in the County of Hampshire yeoman Deft in
a plea of the case for that the said Abner at Springfield
in D^y County of Hampshire on the thirty first day of May
1766 by his Note of that date for value received promised
the said Joseph to pay him the sum of six pounds fourteen
shillings and eight pence lawful Money on demand
with Interest till paid yet the said Abner hath not
paid the same nor any part thereof but neglects it to
the damage of the D^y Joseph twelve pounds the Plt appears
by John Phelps Gent^l his Atty^y and the said Abner the
three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
Joseph do recover against the said Abner eight pounds
seventeen shillings and eleven pence lawful Money
damages and Cost of Suit tax'd at one pound seven-
teen shillings and ten pence and thereof he may have
his Ex — Ex is^d 21st September 1771 —

Mixer
vs
Williams
N^o 34 } Isaac Mixer of Murrayfield in the County of Hamp-
shire yeoman Plt vs Reuben Williams of Westfield
in said County yeoman Deft in a plea of Trespass
on the case for that the said Reuben at d^y Murrayfield
on the twenty third day of November 1770 by his Note
of that date for value received promised d^y Isaac to pay him
or his Order nine pounds lawful Money at or before
the first day of February then next with Interest after
time of payment yet said Reuben hath not paid the
same to the damage of the said Isaac nine pounds
and Nineteen shillings the Plt appears by John
Phelps Gent^l his Atty^y and the said Reuben the

three times publicly called makes default of appearance here therefore it is considered by the Court that the said Isaac do recover against the said Whuben nine pounds six shillings and four pence lawful Money damages and Cost of Suit taxed at one pound sixteen shillings and six pence and thereof he may have his Ex - Ex is. 21st Septemb^r 1771

Edward Little of Simsbury in the County of Hartford and Colony of Connecticut yeoman Plt vs John Strong of Pittsfield in the County of Berkshire Gent^r Dft is a plea of Trespass on the case for that the said John at Springfield in the County of Hampshire on the nineteenth day of March D 1771 by his Note of that date for value received promised the said Edward to pay him or Order Seven pounds sixteen shillings and four pence by the first day of June then next with Interest till paid yet the said John hath not performed his s. promise to the damage of the said Edward Nine pounds the Plt appears by John Phelps Gent^r his Att^r and the said John the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Edward do recover against the said John Eight pounds and seven pence lawful Money damages and Cost of Suit taxed at two pounds four shillings and two pence and thereof he may have his Exemptions — Ex - is. 21st Septemb^r 1771 —

Little
vs
Strong
N^o 35

Enoch Shepard of Westfield in the County of Hampshire yeoman Plt vs Nathaniel Gilbert of Southwick in said County yeoman Dft. is a plea of Trespass on the case for that the said Nathaniel at said Westfield on the twenty fourth day of April D 1769 by his Note of that date for value received promised the said Enoch to pay him two pounds and four shillings lawful Money at or before the first day of Decemb^r then next with Interest till paid, yet the said Nathaniel hath never paid the same to the damage of the said Enoch four pounds the Plt appears by John Phelps Gent^r his Att^r and the said Nathaniel the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Enoch do recover against the said Nathaniel two pounds five shillings and four pence lawful Money damages and Cost of Suit taxed at one pound fourteen shillings and nine pence and thereof he may have his Ex - Ex is. 18th Novemb^r 1771

Shepard
vs
Gilbert
N^o 36

James Baird of Blandford in the County of Hampshire yeoman Plt vs Jesse Sacket of Westfield in said County Dft is a plea of the Case for that the said Jesse at said Westfield on the twenty fourth day of Septemb^r D 1770 by his Note of that date for value received promised the said James to pay him or Order the sum of two pounds eight shillings and seven pence two farthings lawful Money on demand with Interest till paid the said Jesse hath not paid the same to the damage of the said James four pounds the Plt appears by John Phelps Gent^r his Att^r and by

Baird
vs
Sacket
N^o 37

Baird
vs
Cahet
N^o 37

the said Jesse the three times publicly call'd makes default of appearance here therefore it is considered by the Court that the said James do recover against the said Jesse two pounds Eleven shillings and three pence lawful money damages and cost of suit tax'd at one pound Eighteen shillings and thereof he may have his Ex-Ex is: 22nd Octob^r 1771

Phelps
vs
Martine
N^o 38

John Phelps of Westfield in the County of Hampshire Gent. Plt vs James Martine yeoman and Isaac Palmer yeoman both of Westfield aforesaid Defts in a plea of the case for that the said James and Isaac at sd Westfield on the twenty eighth day of March 1771 by their note of that date for value reciev^d promised the said John jointly and severally to pay him or Order three pounds and three shillings lawful money at or before the first day of May then next with Interest till paid yet the said James and Isaac or either of them have never paid the same to the damage of the said John eleven pounds. the Plt appears in his own proper person and the said Defts the three times publicly call'd make default of appearance here therefore it is considered by the Court that the said John do recover against the said James and Isaac three pounds four shillings and six pence two farthings lawful money damages and cost of suit tax'd at one pound fifteen shillings and eight pence and thereof he may have his Ex-Ex is: 25th Septemb^r 1771

Hazard
vs
Proctor
N^o 39

Steward Hazard of Westfield in the County of Hampshire yeoman Plt vs Robert Proctor of Merryfield in said County yeoman Deft in a plea of Trespass on the case for that the said Robert at said Westfield on the twenty third day of December 1769 by his Note of that date for value reciev^d promised said Steward to pay him or Order twelve Bushels and an half of Indian Corn of the value of two shillings and six pence by the Bushel and ten Bushels of Rice of the value of three shillings and six pence by the Bushel and deliver the same at the house of John Barberge in Westfield within one year of the date of said Note yet the said Robert hath not performed his sd promise to the damage of the said Steward five pounds the Plt appears by John Phelps Gent. his Att^y and the sd Robert the three times publicly call'd makes default of appearance here therefore it is considered by sd Court that the said Steward do recover against the said Robert two pounds Eleven shillings and three pence lawful money damages and cost of suit tax'd at one pound sixteen shillings and four pence and thereof he may have his Ex-

Lee
vs
Hale
N^o 40

Samuel Lee of Great Barrington in the County of Berkshire yeoman Plt vs Grenvil Hale of Granville in the County of Hampshire yeoman Deft in a plea of the case for that the said Hale at said Granville on the

sixteenth day of November 1768 by his Note of that date for value received promised the said Samuel to pay him the sum of four pounds and three Shillings lawful Money on demand with Interest till paid yet the said State hath not paid the same to the damage of the said Samuel Nine pounds the Plt appears by Nathl Phillips Gent his Att^y and the said State the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said State five pounds sixteen Shillings and Nine pence lawful Money damages and cost of suit taxed at two pounds seven Shillings and thereof he may have his Execution - Ex. id. 26th December 1771

Benjamin Horton of a place called Golbrook in the County of Litchfield and Colony of Connecticut yeoman Plt vs John Beach of Springfield in the County of Hampshire yeoman Deft in a plea of Trespass on the Case for that the said John at d. Springfield on the Eighth day of March 1768 by his Note of that date for value received promised the said Benjamin to fill him ten Barrels of Cyder in the Month of October then next and likewise to fill him ten Barrels more in the Month of Octob^r 1769 and deliver said Cyder at d. Beachs House in d. Springfield which twenty Barrels of Cyder would have been well worth six pounds yet said Beach hath not delivered the same to the damage of the said Benjamin Seven pounds, the Plt the three times publickly called doth not appear therefore is Nonsuit and the said Beach by Mous Collins Esq^r comes into Court and prays that he may be allowed his Costs and he is allowed accordingly.

John Hannard of New Marlborough in the County of Berkshire yeoman Plt vs Elnathan Manger late of South Amherst in the County of Hampshire yeoman Deft in a plea of Trespass on the Case for that the said Elnathan at Springfield in d. County of Hampshire on the sixth day of Feby^r 1767 by his Note of that date for value received promised d. John to pay him five pounds and five Shillings lawful Money in two Months from the date of said Note with Interest till paid yet the said Elnathan hath not performed his d. promise but unjustly neglects it to the damage of the said John Nine pounds the Plt appears by John Phelps Gent. his Att^y and the said Elnathan the three times publickly called makes default of appearance here therefore it is considered by the Court that the said John do recover against the said Elnathan six pounds thirteen Shillings and Eight pence one farthing lawful Money damages and two pounds four Shillings and eight pence Costs of Suit as taxed by the Court and thereof he may have his Execution - Ex. id. 25th Sept^r 1771

David Bolton of Murrayfield in the County of Hampshire yeoman Plt vs Nathaniel Loomis of Southampton in said County of Hampshire Deft in a plea of trespass Bolton vs Loomis N^o 48

Bolton
vs
Loomis
N^o 43 } Trespas on the case for that the said Nathaniel at said
Murrayfield on the Eleventh day of Septemb^r 1770 by
his Note of that date for value received promised ~~prom~~
the said David to pay him seven pounds lawful Money
on or by the first day of May then next with Interest
till paid yet said Nathaniel hath not performed his
promise to the damage of the said David twelve pounds
the Plt appears by John Phelps Gent his Att^y and the
said Nathaniel the three times publicly called makes de-
fault of appearance here therefore it is considered by the Court
that the said David do recover against the said Nathaniel
ten pounds three shillings and six pence two farthings
lawful Money damages and Cost of Suit taxed at One
pound Nineteen shillings and two pence and thereof
he may have his Ex — Ex is: 22^d Decemb^r 1771 —

Weller
vs
Mixer
N^o 44 } Nathaniel Weller of Westfield in the County of Hamp-
shire yeoman Plt vs Isaac Mixer jun^r of Murrayfield
in s^d County yeoman Def^t in a plea of the case for that
the said Isaac at s^d Westfield on the thirtieth day of July 1771
by his Note of that date for value received promised the said
Nathaniel to pay him six pounds two shillings lawful
Money on demand with Interest till paid yet the said
Isaac the often requested hath not performed his s^d promise
to the damage of the said Nathaniel seven pounds the Plt
appears by John Phelps Gent his Att^y and the said Isaac
the three times publicly called makes default of appear-
ance here therefore it is considered by the Court that the
said Nathaniel do recover against the said Isaac six pounds
two shillings and six pence three farthings lawful
money damages and Cost of Suit taxed at Five pound
fifteen shillings and thereof he may have his Ex —

Flemming
vs
Hazard
N^o 45 } Abraham Flemming of Murrayfield in the County
of Hampshire yeoman Plt vs Steward Hazard of West-
field in s^d County yeoman Def^t in a plea of Trespas
on the case for that the said Steward at said Westfield on
the twenty first day of April 1771 by his Note of that
date for value received promised the said Abraham to pay
him or his Order eight pounds Nineteen shillings
lawful Money on demand with Interest till paid yet
yet s^d Steward hath not paid the same to the damage
of the said Abraham nine pounds and Nineteen shillings
the Plt appears by John Phelps Gent his Att^y and the
said Steward the three times publicly called makes de-
fault of appearance here therefore it is considered by the
Court that the said Abraham do recover against the said
Steward nine pounds two shillings and nine pence
two farthings lawful Money damages and Cost of Suit
taxed at One pound sixteen shillings and nine pence
and thereof he may have his Ex —
Ex is: Septemb^r 25th 1771 —

William Henry of Blandford in the County of Hampshire
 shire yeoman Plt vs David Palmer of Murrayfield in
 said County yeoman Dft in a plea of the case for that the
 said David at B. Blandford on the Eleventh day of May 1770
 by his Note of that date for value received promised the said
 William to pay him Eleven pounds and ten Shillings lawful
 Money by the twenty fifth day of December then next with
 Interest after time of payment yet the said David hath
 not paid the same to the damage of the said William fifteen
 pounds the Plt appears by John Phelps Gent Ser Atty and the
 said David tho three times publicly called makes default of
 appearance here therefore it is considered by the Court that
 the said William recover against the said David four pounds
 six shillings and three pence one farthing lawful Money da-
 mages and Cost of Suit Tax at one pound eighteen Shil-
 lings and four pence and thereof he may have his Ex-
 ecution in 22^d October 1771

Henry
 vs
 Palmer
 N^o 46

John Phelps vs Jonathan Christian Miller's Administrators.
 there can be no Judgment rendered in this case. The Terms
 not being mentioned in the Writ. See files.

Phelps
 vs
 Miller's Adm.
 N^o 47

Bildad Phelps of Windsor in the County of Hartford and Co-
 lony of Connecticut Gent Administrator of all and singular
 the Goods, & Chattels Rights and Credits which were of Terriah
 Evans late of East Windsor in S. County of Hartford Spinster
 deceased Intestate Plt vs Joseph Ashins late of Coventry in
 the County of Windham and Colony of Connecticut now
 of Springfield in the County of Hampshire Major Dft
 In a plea of Trespass on the case for that the said Joseph
 at said Springfield on the twenty ninth day of July 1768
 by his Note of that date for value received promised S. Terriah
 to pay her twenty pounds lawful Money within twelve
 months after the date of said Note yet said Joseph hath
 never paid the same to the said Terriah while living nor
 to S. Bildad since her death to the damage of the said
 Bildad twenty ^{five} pounds the Plt appears by John Phelps Gent
 his Atty and the said Joseph tho three times publicly
 called makes default of appearance here therefore it is considered
 by the Court that the said Bildad ^{in her Capacity as Administrator} do recover against the
 said Joseph twenty two pounds ten Shillings and two
 pence lawful Money damages and Cost of Suit Tax at one
 pound fifteen Shillings and eight pence and thereof he
 may have his Ex-^{ecution} in 21st September 1771

Evans, Adm.
 vs
 Ashins
 N^o 48

John Wood of Colrain in the County of Hampshire
 Shopkeeper Plt vs John Clark of S. Colrain Innholder
 Dft in a plea of Trespass on the case and whereupon the
 said Wood complains that whereas the said Clark viz the
 eighth day of July 1771 at Colrain aforesaid was In-
 debted to the Plt in ten pounds six Shillings and Nine
 pence one farthing lawful Money according to the Ret-
 annexed to the Plt's Writ annexed and he being so
 Indebted he the said Clark in Consideration thereof af-
 terwards to wit the same day and year aforesaid at

Wood
 vs
 Clark
 N^o 49

Wood
vs
Clark
No 49 } Colrain aforesaid Assumed on himself and to the Plt then
and there promised to pay the same when thereunto
required by the Plt Yet the said Clark hath not paid the
same to the damage of the said Wood twenty pounds, the
Plt appears by Joseph Hawley Esq his att^y and the said
Clark comes and defends ~~in~~ and says he never promised
in manner and form as the Plt in his Declaration against
him hath alleged and thereof puts himself on the Country
and the ~~S^r~~ Wood agreeing that the trial on the appeal shall
be final and reserving liberty to waive the following ~~plea~~
Demurrer and to join the issue tendered by the said Clark
says that the foregoing plea is an Insufficient Answer to
the declaration and that he ought not thereby to be precluded
from recovering his damages and that by the law of the
Land he is not bound to Answer thereto he therefore prays
Judgment for his Damages and Costs and the said Clark
Consenting to the above reservation of the said Wood says
that his plea is sufficient — thereupon all and singular
the premises being viewed and by the Court of the said
Lord the thing now here fully understood that it appears
to the said Court now here that the plea aforesaid of the
S^r Clark the deft by him in manner and form aforesaid
pleaded and the matter therein contained is a good and
sufficient Answer in Law to the Declaration aforesaid of
the S^r Wood and that he ought not to receive any thing
upon his plea aforesaid, therefore it is considered that the S^r
Wood by his plea aforesaid receive nothing but that for
his grounds claim he be in money &c it is also considered
that the said Clark do move against the said Wood Costs
for defending his suit against the said Wood and now the
said Wood by his att^y Hawley aforesaid appeals from the
Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield in and for the
County of Hampshire on the fourth Tuesday of September
next and he recognises with Sureties as the Law directs
for the said Wood's prosecuting said appeal with effect as
by said recognizance on file appears

Idem
vs
Gundem
No 50 } John Wood of Colrain in the County of Hampshire Shop
keeper Plt vs John Clark of said Colrain Innholder
Deft in a plea of the case wherein the said Wood complains
that ^{whereas} he on the Eighth day of June 1771 and divers
days between the said Eighth day of June and the twenty
seventh day of the same June at Colrain afores^d had
bargained with the said Clark to buy of him several
Quantities of that Comodity or Series of Merchandise
commonly called black salt amounting in the whole to
forty three hundred one Quarter and twenty two pounds
wroughton weight. the said Clark knowing all the said
black salts to be corrupt insufficient unmerchantable
and mixed with sand and dirt and of no value Warranting

Warranting all the said Black Salts amounting in the whole to the quantity abovesaid to be good sufficient Merchantable and uncorrupt and unmixed with sand or dirt all the same Black Salts for much Money to wit for fifty two pounds two shillings and eight pence two farthings lawful Money to him the said Clark by the Plt in hand paid to the Plt on the said eighth day of June and on divers days between the said eighth of June and said twenty fourth of the same June falsely and fraudently at Coltrains aforesaid sold and delivered to the damage of the said Wood fifty five pounds the Plt appears by Joseph Hawley Esq his att and the said Clark comes and defends or and for plea says he is not guilty in manner and form as the said Wood in his declaration thereof against him hath alleged and of this the said Clark puts himself on the Country and the Plt likewise thereupon the Jurors according to the form and effect of the Statutes in this case made and provided and at this time returned and impanelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their oaths that the said Clark is guilty in manner and form alleged and assess the damages ^{of David Wood} to five pounds — therefore it is considered by the Court that the said Wood do recover against the said Clark five pounds lawful money damages and his Cost and now the said Clark by Jonathan Ashley Esq appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with sureties as the law directs for the said Clarkes prosecuting o. appeal with effect as by Recognizance on file appears.

Samuel Hare of Southwiche in the County of Hampshire
yeoman Appnt. vs David Fowler of Wotfeld in sd County
yeoman Applee from the Judgment of Edward Pyncheon Esq
one of his Majesty's Justices of the peace for the County of
Hampshire (at a trial before him on the fifteenth day of
July in the Eleventh year of his Majesty's reign &c)
wherein the said Samuel was Plt and the said David Dft
in a plea of the case for that the said David at sd Southwiche
on the first day of June &c was justly indebted to the
said Samuel in the sum of six shillings and eleven
pence lawful Money by Book Account to ballance the same
according to the Account to the Plt. Writ annexed in
consideration thereof the said David then and there promised
the said Samuel to pay him the same on demand yet
the said David tho thereto often requested hath not paid
the same to the damage of the said Samuel ten shil-
lings the Parties appeared and the Dft pleaded and said
that he never promised in manner and form as the Plt

Hare
vs
Fowler
N^o 51

Have
vs
Hawley
N^o 51
Plaintiff in his Declaration alledge and thereof prayd Judgment
and the Plt likewise at which said Trial Judgment was given
that the said David should recover against the said Samuel Costs
of Suit taxed at One pound Six Shillings and nine pence
from which Judgment the said Samuel appealed to this Court
the Parties appear and are at Issue on their Original plea there
upon the Jurors according to the force form and effect of the
Statutes in this case made and provided at this time returned
and Impannelled being demanded likewise Come who to
say the truth concerning the promises being duly sworn
declare upon their Oaths that the said David did promise in
manner and form as the said Samuel hath alledged therefore
find for the Dytt recovery of the former Judgment ~~and the~~
~~former damages~~, ~~and~~ ~~the~~ ~~damages~~ ~~at~~ ~~six~~ ~~shillings~~
and Eleven pence, therefore it is Considered by the Court
that the said Samuel do recover against the said David six
shillings and Eleven pence lawful Money damages and Cost
of Suit taxed at five pounds five shillings and five pence
and thereof he may have his Ex - Ex is? 27th Septemb^r 1771

Bull
vs
Dewey & al
N^o 52
Nehemiah Bull of Lamsborough in the County of North
shire Gent. Plt vs Thomas Dewey late of Westfield in the
County of Hampshire Husbandman and Israel Dewey of
s^d Westfield Husbandman Dyts in a plea that the said
Thomas and Israel owes to the said Nehemiah twenty
pounds lawful Money which they owe to the said Nehemiah
and from him unjustly detain and whereas the said Neh
emiah complains that whereas the said Thomas and Israel on
the thirtieth day of May Anno at Springfield in said County
of Hampshire by their bond of the date aforesaid in Court to
be produced Jointly bound themselves by the names of Thomas
Dewey of Westfield as principal and Israel Dewey of s^d Westfield
as Surety unto the Plt in the said twenty pounds to be
paid to the Plt whenever afterwards they should be thereto re
quested Nevertheless the said Thomas and Israel neither of
them have ever paid s^d twenty pounds but deny to do it
to the damage of the said Nehemiah twenty pounds the
Plt appears by Joseph Mawley Esq his Att^y and the said Thomas
and Israel the three times publicly called make default of
appearance here therefore it is Considered by the Court that
the said Nehemiah do recover against the said Thomas and
Israel thirty seven pounds Twelve Shillings and nine pence
lawful Money Debt and Costs of Suit taxed at two pounds
one Shilling and ten pence and thereof he may have
his Ex - Ex is? 18th Septemb^r 1771

Hobley
vs
Burroughs
N^o 53
Moses Ashley of Worthington in the County of Hampshire
Husbandman Plt vs John Burroughs late of Gageborough
in the County of Berkshire yeoman Dyts in a plea of the
case wherein the said Moses complains that whereas the said
John on the Eighteenth day of August Anno at Worthington
aforesaid by his Note of that date for value received promised

the Dtt to pay him five pounds lawful Money on or before the first day of January then next Yet the said John hath never paid the same to the damage of the said Moneys Ten pounds the Dtt appears by Joseph Hawley Esq his Att^y and the Dtt by Simon Strong Esq his Att^y comes here and moves for a continuance of this Action, on account of two material Witnesses whom he cannot procure as he says under oath therefore it is considered by the Court that this Action be continued, and accordingly the Parties have a further day before the Lord the thing there until the second Tuesday of November next following said last Tuesday of August aforesaid

Seth Pomeroy of Northampton in the County of Namp^s shire Esq Dtt vs Simon Ward late of D. Northampton yeoman and Ezra Dixon lately of D. Northampton yeoman Dfts in a plea of the case for that whereas the said Simon and Ezra on the twenty sixth day of December 1771 at D. Northampton by their Note of that date for value received jointly promised the said Seth to pay him or his Order nine pounds fourteen Shillings lawful Money whenever afterwards they should be therunto required with Interest till paid Yet the said Simon and Ezra or either of them have never paid the same to the damage of the said Seth twenty pounds the Dtt appears by Joseph Hawley Esq his Att^y and the said Simon and Ezra the three times publicly called make default of appearance here therefore it is considered by the Court that the said Seth do recover against the said Simon and Ezra ten pounds four Shillings and nine pence lawful Money damages and Cost of Suit taxed at one pound fifteen Shillings and eight pence and thereof he may have his Execution — Ex is: 18th Septemb^r 1771

Pomeroy
vs
Ward et al
N^o 54

Daniel Hitchcock lately of Northampton in the County of Hampshire Gent. Dtt vs Joseph Chandler late of Gageborough in the County of Northshire yeoman Dft Chandler in a plea of the case for that whereas the said Joseph on the twenty fourth day of January 1770 at Springfield in D. County of Hampshire by his Note for value received promised the said Daniel to pay him or Order ten pounds and five pence halfpenny by the twenty fourth day of January 1771 with Interest till paid Yet the said Joseph hath not paid the same nor any part thereof to the said Daniel but wholly refused to do it to the damage of the said Daniel fifteen pounds the Dtt appears by Joseph Hawley Esq his Att^y and the said Joseph the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Daniel do recover against the said Joseph the sum of ten pounds nineteen Shillings and nine pence two farthings lawful Money damages and Cost of Suit taxed at three pounds and ten pence and thereof he may have Ex — Ex is: 24th Decemb^r 1771

Hitchcock
vs
Chandler
N^o 55

Manoock Esq
vs
Hart
N^o 56

John Manoock of Boston in the County of Suffolk Esq
Plt vs Ebenezer Hart late of Shelburne in the County
of Hampshire yeoman Deft. in a plea of the case for that
whereas the said Ebenezer on the thirtieth day of May 1770
at Springfield in said County of Hampshire by his Note of
that date promised to pay the said Ebenezer Williams or Order
one pound fifteen shillings and one penny lawful Money
on demand with Interest till paid forvalue received and
the contents of said Note being wholly unpaid to the said Ebenezer
the said Ebenezer afterwards on the thirty first day of the same May at
Northampton aforesaid the same Ebenezer by his Indorsement endorsed
the contents of said Note to be paid to the said John whereof
the said Ebenezer there afterwards on the same day had notice
and so became liable to pay the said John the whole contents
of said Note according to the tenor thereof in consideration of which
the said Ebenezer then and there assumed on himself and
to the said John promised to pay him the contents of said Note
whenever afterwards he should be thereto requested yet the said
Ebenezer tho often thereto requested hath never paid the same
to the damage of the said John six pounds the Plt appears
by Joseph Hawley Esq his Att. and the said Ebenezer tho
three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
John do recover against the said Ebenezer two pounds one
shilling and nine pence lawful Money damages and
cost of Suit taxed at one pound eight shillings and
thereof he may have his Ex

Prowe
vs
Phillips
N^o 57

John Prowe of Boston in the County of Suffolk Esq
Plt vs Thomas Phillips lately of Ashfield in the County
of Hampshire yeoman Deft in a plea that he the
said Thomas owes to the said John three pounds fourteen
shillings and three pence lawful Money which he owes
him and unjustly detains from him and whereupon the
said John complains that whereas he the said John here-
tofore to wit on Friday the twenty fifth day of August 1769
at Northampton in said County of Hampshire at a Court
there held by Samuel Mather Esq one of his Majesty's Jus-
tices of the peace for said County of Hampshire by the judg-
ment of the said Justice did recover against the said Thomas
by the name of Thomas Phillips of Ashfield aforesaid three
pounds fourteen shillings and three pence lawful Money
which were adjudged to the said John by the said Justice to wit one
pound twelve shillings and ten pence for his damages
and two pounds one shilling and five pence for his costs
whereof the said Thomas is convicted as by the Record thereof
of with our said Justice is fully manifest which said Judgment
yet remains in its full force and effect not reversed nor
satisfied and the said John hath not yet sued out his Ex
on the Judgment aforesaid in form aforesaid recovered whereby
an action hath assued to the said John to demand and have

of the said Thomas the said three pounds fourteen Shillings and three pence nevertheless the said Thomas altho often required hath not paid the same to the damage of the said John ten pounds the Plt appears by Joseph Hawley Esq^r his Att^r and the said Thomas the three times publicly called makes default of appearance here therefore it is considered by the Court that the said John do recover against the said Thomas four pounds three Shillings and one penny lawful Money Debt and three pounds and eight pence Cost of Suit as taxed by d^r Court and thereof he may have his Ex ——— Ex is? 19th May 1772 —

John Rowe of Boston in the County of Suffolk Esq^r (Rowe
Plt vs Jonathan Taylor lately of Chertmont in the County of Hampshire yeoman Deft in a plea that the said Jonathan owes to the said John seven pounds twelve Shillings and two farthings lawful money which he owes him and unjustly detains and whereupon the said John complains for this to wit that whereas he the said John herebefore do wit on the second Tuesday of July in the ninth year of his Majesty's Prerogative in the Inferiour Court of Common Pleas holden at Northampton within and for the County of Hampshire by the Judgment of the Justices of said Court did recover against the said Jonathan by the name of Jonathan Taylor of Chertmont in d^r County of Hampshire husbandman seven pounds twelve Shillings and two farthings lawful money which to the said John in d^r Court were adjudged for his damages and Cost whereof the said Jonathan is convict as by the record thereof in d^r Court remaining more fully is manifest and appears which Judgment yet remains in its full force and effect not satisfied nor reversed and said John hath not yet recd out his Ex — on the Judgment aforesaid whereby an action hath acc^r crued to the said John to demand and have of the said Jonathan the said seven pounds twelve Shillings and two farthings nevertheless the said Jonathan hath not paid said sum nor any part thereof to the damage of the said John fourteen pounds the Plt appears by Joseph Hawley Esq^r his Att^r and the said Jonathan the three times publicly called makes default of appearance here therefore it is considered by the Court that the said John do recover against the said Jonathan eight pounds six Shillings and one penny ^{lawful money} Debt and Cost of Suit taxed at three pounds two Shillings and two pence and thereof he may have his Ex ——— Ex is? May 19th 1772 —

Samuel Carley of Whately in the County of Hampshire (Carley
Husbandman Plt vs Thomas Genton jun^r lately of Wilt^r (Genton
Hampshire in said County of Hampshire yeoman Deft in a plea of ass^t Case for that whereas he the said Thomas at Springfield in the County aforesaid on the thirtieth day of May A^d 1770 by his Note for value received —

Farley
 vs
 Fenton
 1759

Samuel promised the said Samuel to pay him two pounds
 lawful Money on or before the first day of June then next
 with the lawful Interest thereof till paid and also so much good
 wheat upon or before the first day of September then next as at
 the market price of good wheat should be worth and amount to
 two pounds lawful Money and Interest of that sum from the
 thirtieth day of May to the time when such payment should
 be made. Yet the said Fenton hath never performed his said
 promise but neglects it to the damage of the said Samuel
 nine pounds the Plt appears by Joseph Hawley Esq his Att.
 and the said Thomas the three times publicly calls makes
 default of appearance here therefore it is considered by the
 Court that the said Samuel do recover against the said Tho-
 mas two pounds sixteen Shillings and seven pence lawful
 Money damages and cost of suit tax'd at one pound
 sixteen Shillings and two pence and thereof he may have
 his Ex — Ex. is. Jan'y 21st 1772

Pomeroy
 vs
 Bigelow
 1760

Seth Pomeroy of Northampton in the County of Hampshire Esq
 Plt vs Benjamin Bigelow of Northampton in S. County Common
 Deft in a plea of the Case for that whereas the said Benjamin
 at Springfield in the County aforesaid on the second day of
 January 1760 by his Note of that date for value received pro-
 mised the said Seth to pay him or his order three pounds seven
 Shillings and three pence with Interest till paid. Yet the
 said Benjamin hath not paid the same to the damage of the
 said Seth eight pounds the Plt appears by Joseph Haw-
 ley Esq his Att. and the said Benjamin the three times
 publicly calls makes default of appearance here therefore
 it is considered by the Court that the said Seth do recover
 against the said Benjamin three pounds thirteen Shillings
 and ten pence two farthings lawful Money damages
 and cost of suit tax'd at one pound sixteen Shillings
 and six pence and thereof he may have his Ex —
 Ex — is. 18th September 1771

Morton
 vs
 Rugg
 1761

Elijah Morton of Hatfield in the County of Hampshire yeo-
 man Plt vs Samuel Rugg of South Hadley in S. County yeoman
 Deft in a plea of the Case for that whereas the said Samuel
 on the Eleventh day of April 1760 at Springfield in the Coun-
 ty aforesaid by his Note of that date promised the said Elijah
 to pay him eighteen pounds fifteen Shillings and eight
 pence lawful Money on or before the tenth day of September
 then next with Interest till paid for value received. Yet the
 said Samuel hath not paid the contents of said Note to the
 damage of the said Elijah twenty eight pounds the Plt
 appears by Joseph Hawley Esq his Att. and the said Samuel
 the three times publicly calls makes default of appear-
 ance here therefore it is considered by the Court that
 the said Elijah do recover against the said Samuel
 the sum of twenty two pounds twelve Shillings and
 one penny lawful Money damages and cost of
 suit tax'd at one pound thirteen Shillings and six
 pence and thereof he may have his Ex —

Robert Bruck of Northampton in the County of Hampshire
 Gent. Plt vs Phineas Ford of Worthington in s^d County y^e-
 man Deft in a plea of the case for that whereas the said
 Robert at said Northampton on the third day of August 1771
 at the Special Instance and request of the said Phineas sold
 there and delivered to the said Phineas sundry Goods, Wares and
 Merchandises the particulars whereof are contained in the
 Schedule to the Plt's Writ annexed and he the said Phineas
 then and there in consideration thereof undertook and pro-
 mised said Robert to pay him for s^d Goods Wares and Mer-
 chandises so much money as the same were reasonably worth
 at the time of their Sale and delivery aforesaid and said
 Robert in fact says that said Goods Wares and Merchandises
 at the time of delivery were worth five pounds one Shilling
 and four pence three farthings lawful money, of all which the
 said Phineas then and there Instantly had notice, yet the
 said Phineas hath never paid the same to the damage of
 the said Robert six pounds the Plt appears by Thomas-
 Bridgman Esq. his Att^y and the said Phineas tho three times
 publicly called to come into Court makes default of
 appearance here therefore it is considered by said Court that
 the said Robert do recover against the said Phineas five
 pounds one Shilling and four pence three farthings law-
 ful money damages and Cost of Suit tax^d at two pounds
 one Shilling and four pence and thereof he may have his
 Execution Ex. is. 10th Septemb^r 1771

(Bruck
 vs
 Ford
 N^o 3

Robert Bruck of Northampton in the County of Hamp-
 shire Gent. Plt vs Simon Ward of said Northampton y^e-
 man Deft. in a plea of the case for that whereas the said
 Robert at said Northampton on the last day of July 1771
 at the Special Instance and request of the said Simon sold
 there and delivered to the said Simon sundry Good Wares and
 Merchandises the particulars whereof are contained in the
 Schedule to the Plt's Writ annexed and he the said Simon
 then and there in consideration thereof undertook and pro-
 mised said Robert to pay him for the Goods Wares and
 Merchandises aforesaid so much money as the same were
 reasonably worth at the time of the sale and delivery aforesaid
 and the said Robert in fact says s^d Goods Wares and Mer-
 chandises at s^d time of delivery were reasonably worth
 three pounds sixteen Shillings and five pence one farthing
 lawful money of all which of all which the said Simon had
 notice, yet the said Simon hath never paid the same to
 the damage of the said Robert six pounds the Plt appears
 by Thomas Bridgman Esq. his Att^y and the said Simon tho
 three times publicly called makes default of appearance
 here therefore it is considered by the Court that the said
 Robert do recover against the said Simon three pounds
 nine Shillings and nine pence three farthings lawful
 money damages and Cost of Suit tax^d at one pound
 eighteen Shillings and ten pence and thereof he may
 have his Ex. — Ex. is. 10th Septemb^r 1771

(I dem
 vs
 Ward
 N^o 4

James Clark of Blandford in the County of Hampshire
 yeoman Plt vs David Palmer of Murraysfield in s^d Coun-
 ty yeoman Deft in a plea of the case for that whereas —

(Clark
 vs
 Palmer
 N^o 5

Clark
vs
Palmer
N^o 65

whereas the said David at Springfield in S. County of Hampshire on the twentieth day of January 1770 by his Note of that date for value received promised said James to pay him the sum of three pounds lawful Money at or before the twenty fifth day of Dumbr. then next yet the said David hath never paid the same to the damage of the said James four pounds the Plt appears by Thomas Bridgman Esq^r his Att^r and the said David the three times publicly called makes default of appearance here therefore it is considered by the Court that the said James do recover against the said David three pounds two Shillings and five pence lawful Money damages and cost of Suit taxed at one pound eighteen shillings and six pence and thereof he may have his Ex — Ex is^d 7th Feb^y 1772

Warner
vs
Taylor
N^o 66

Downing Warner of Williamsburgh in the County of Hampshire yeoman Plt vs Maus Taylor of South Hadley in said County yeoman Def^t in a plea of the case for that whereas at South Hadley aforesaid on the eighth day of June 1768 said Moses by his Note of that date for value received promised one Perez Graves of Hatfield to pay him or his order two pounds one Shilling and eight pence lawful money on demand with Interest till paid and afterwards to wit on the first day of April 1771 at said South Hadley S. Perez by his Indorsement ordered the payment of the contents of s^d Note then wholly due to be made to s^d Downing for value then and there received of him the said Downing of all which the said Moses then and there had notice and so became liable to pay the same to the said Downing according to the tenor of s^d Note and being so liable in consideration thereof then and there undertook and promised s^d Downing to pay him the same on demand yet said Moses hath never paid the same to the damage of the said Downing four pounds the Plt appears by Thomas Bridgman Esq^r his Att^r and the said Moses the three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Downing do recover against the said Moses two pounds nine Shillings and nine pence lawful Money damages and cost of Suit taxed at one pound sixteen shillings and six pence and thereof he may have his Execution — Ex is^d 11th Septemb^r 1771

Baker
vs
Meriman
N^o 67

Joseph Baker of Littleton in the County of Middlesex yeoman Plt vs Abel Meriman of Conway in the County of Hampshire yeoman Def^t in a plea of the case for that the said Abel on the fifth day of March 1768 by his Note of that date at Springfield in S. County of Hampshire for value received promised the s^d Joseph to pay him or order three pounds ten Shillings lawful money in six months from the date of said Note with

with Interest after time of payment untill paid yet the said Abel hath not paid the same to the damage of the said Joseph six pounds the P^t appears by Daniel Bliss Gent his Att^y and the said Abel the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said Abel two pounds ten Shillings and six pence two farthings lawful Money damages and two pounds seven Shillings and two pence cost of suit as taxed and thereof he may have his Ex — Ex is. 25th Septemb^r 1771 —

Joseph Hendrick of Greenwich in the County of Hampshire Gent P^t vs George Huwitt of Ashby in the County of Middlesex yeoman Deft. in a plea of the case for that the said George on the eighteenth day of October 1769 by his Note of that date at Springfield in said County of Hampshire for value received promised the P^t to pay him or Order Six pounds within six months from the date of said Note with Interest till paid yet the said George hath not paid the same to the damage of the P^t Joseph seven pounds, the P^t appears by Daniel Bliss Gent his Att^y and the said George the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Joseph do recover against the said George Six pounds thirteen Shillings and five pence lawful Money damages and cost of suit taxed at two pounds seven Shillings and six pence and thereof he may have his Ex — Ex is. 25th Septemb^r 1771 —

Hendrick
vs
Huwitt
N^o 68

Israel Hendricks of Conway in the County of Hampshire yeoman P^t vs Joseph Ashby Jun^r of Sunderland in d^y County yeoman a Deputy Sheriff under Solomon Stoddard Esq Sheriff of d^y County of Hampshire and Nathaniel Cartwell of Whately in d^y County yeoman Deft^s — in a plea of Trespass wherein the said Israel complains that the said Joseph and Nathaniel at Montague in d^y County of Hampshire on the twenty sixth day of Novemb^r 1770 with force and arms on him the said Israel did make an Assault and him the said Israel did then and there beat wound and abuse take and Imprison and detain in prison there for a long time to wit for the space of forty eight hours from thence next ensuing without any reasonable and lawful cause and against the law and custom of the Kingdom of England, and of this Province, and untill the said Israel said unto them the said Joseph and Nathaniel thirteen pounds lawful Money and delivered up to them one Cow one Bull one steer two Heifers three Hogs one hand gun and one Bulls hide all which goods and Chattels were worth fifteen pounds, in order to regain his liberty did detain, and many other outrages on the said Israel the said Joseph and Nathaniel did then and there commit contrary to Law and against the

Hendricks
vs
Ashby jun^r & al
N^o 69

Hendricks
vs
Ashley junr. et al
N^o 69

the plea of our Lord the thing and to the damage of the said Israel forty pounds the Parties appear and humbly move for a continuance of this Action, and accordingly the said Parties have a day before the Lord the thing here until the second Tuesday of November next following. Said last Tuesday of August aforesaid.

Bodman
vs
Hunt
N^o 70

Joseph Bodman of Sunderland in the County of Hampshire yeoman Plt vs Samuel Hunt of Chertsmont in said County Gent: Deft in a plea of the case for that the said Samuel at Sunderland aforesaid on the twenty seventh day of April 1770 by his Note of that date for value received promised the said Joseph to pay him five pounds lawful money on demand with Interest till paid yet the said Samuel hath never paid the same to the damage of the said Joseph five pounds the Plt appears by William Billings ^{Gent} his att^r and the said Samuel the three times publicly calld to come into Court makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said Samuel four pounds one Shilling and seven pence lawful money damages and cost of suit taxed at two pounds four Shillings and two pence and thereof he may have his Ex

Phillips
vs
Sherwin
N^o 71

Richard Phillips of Ashfield in the County of Hampshire yeoman Plt vs Jacob Sherwin of S. Ashfield Clerk in a plea of the case for that the said Jacob at S. Ashfield on the fourth day of August 1770 by his Note for value received promised the said Richard to pay him the value of four pounds fifteen Shillings in grain at the Market price on or before the first day of January then next with the lawful Interest till paid and the said Richard in fact sayeth that he was ready at the time ~~and place~~ aforesaid to receive s^d grain yet the said Jacob hath not paid the same to the damage of the said Richard five pounds the Plt appears by William Billings ^{Gent} his att^r and the said Jacob the three times publicly calld to come into Court doth not come, therefore it is considered by the Court that the said Richard do recover against the said Jacob four pounds three Shillings and eight pence lawful money damages and cost of suit taxed at two pounds seven Shillings and six pence and thereof he may have his Ex
Ex is. 9th May 1772

Washburn
vs
Bilding
N^o 72

Joseph Washburn of Hardwick in the County of Worcester yeoman Plt vs John Bilding of Ashfield in the County of Hampshire yeoman Deft in a plea of the case for that the said John at Springfic in s^d County of Hampshire on the seventh day of November 1770

A 1768 by his Note for value received promised the said Joseph to pay him or Order sixteen pounds to be paid in good Potash Salts at such price to be delivered at Joseph Gillberts in Brookfield in D. County of Worcester at or before the first day of September then next yet the said John hath not paid the same as aforesaid to the damage of the said Joseph sixteen pounds the Plt appears by William Billings ^{gent} his Att^r and the said John the three times publicly called makes default of appearance there, therefore it is considered by the Court that the said Joseph do recover against the said John twelve pounds seven shillings and two pence lawful money damages and cost of suit taxed at two pounds three shillings and two pence and thereof he may have his Ex - Ex is. 27th Novemb^r 1771

Israel Williams jun^r of Hatfield in the County of Hamp^{sh}shire Shopkeeper Plt vs Samuel Washburn of Ashfield in said County yeoman Deft in a plea of the case for that the said Samuel at Ashfield aforesaid on the twenty fourth day of January A 1770 by his Note for value received promised the said Israel to pay him or Order three pounds five shillings and seven pence halfpenny lawful money by the first day of May next with the lawful Interest of the same till paid yet the said Samuel hath never paid the same to the damage of the said Israel four pounds the Plt appears by William Billings ^{gent} his Att^r and the said Samuel the three times publicly called to come into Court doth not appear therefore it is considered by the Court that that the said Israel do recover against the said Samuel ^{seven shillings} three pounds seven pence two farthings lawful money damages and cost of suit taxed at two pounds one shilling and eight pence and thereof he may have Ex. —

Williams
vs
Washburn
N^o 73

Benjamin Phillips of Ashfield in the County of Hampshire yeoman Plt vs Thomas Phillips ^{jun^r} of D. Ashfield yeoman Deft in a plea of the case for that the said Thomas at D. Ashfield on the first day of May A 1770 by his Note for value received promised D. Benjamin to pay him or Order the sum of three pounds lawful money on demand with Interest till paid yet the said Thomas hath not paid the same to the damage of the said Benjamin four pounds the Plt appears by William Billings ^{gent} his Att^r and the said Thomas the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that that the said Benjamin do recover against the said Thomas the sum of three pounds one shilling and two pence lawful money damages and cost of suit taxed at two pounds seven shillings and six pence and thereof he may have his Ex - Ex is. 9th of May 1772

Phillips
vs
Phillips
N^o 74

Bacon
vs
Chilsons
N^o 75

Moses Bacon of Ashfield in the County of Hampshire yeoman
Plt vs Joseph Chilson of Conway in s^d County of
Hampshire yeoman and Benjamin Alwel of Birmingham
in the County of Albany and Province of New York
yeoman Deft^s in a plea of the case for that the s^d
Joseph and Benjamin at Ashfield aforesaid on the ninth
day of January 1770 by their Note for value received
promised the said Moses to pay him eight pounds lawful Mo-
ney the fifteenth day of May then next with Interest till
paid yet the said Joseph and Benjamin or either of them
tho often requested have never paid the same to the damage
of the said Moses nine pounds the Plt appears by W^m
Billings ^{gent} his Att^y and the said Joseph and Benjamin
tho three times publicly call^d make default of appearance
here therefore it is considered by the Court that the
said Moses do recover against the said Joseph & Benjamin
Eight pounds six Shillings and three pence lawful
Money damages and Cost of Suit tax^d at two pounds
eight Shillings and six pence and thereof he may
have his Execution — Ex is. 23^d December 1771

Ashley
vs
Dickenson
N^o 76

Joseph Ashley jun^r of Sunderland in the County of
Hampshire yeoman a Deputy Sheriff under Solomon
Stoddard Esq^r Sheriff of s^d County Plt vs Joel Dick-
enson jun^r of Conway in the County aforesaid yeoman
Deft in a plea of the case for that the said Joel at s^d
Sunderland on the sixth day of October 1770 by his
Note for value received promised the said Joseph to pay
him or Order Seven pounds ten Shillings within
six months from the date of said Note with Interest
till paid yet the said Joel hath not paid the same to
the damage of the said Joseph eight pounds the Plt
appears by William Billings ^{gent} his Att^y and the
said Joel tho three times publicly call^d makes default
of appearance here therefore it is considered by the
Court that the said Joseph do recover against the said
Joel Seven pounds eighteen Shillings and two pence
lawful Money damages and Cost of Suit tax^d at two
pounds one Shilling and ten pence and thereof he
may have his Ex — Ex is. 10th September 1771 —

Barnard
vs
Holt
N^o 77

Joseph Barnard of Sunderland in the County of Hamp-
shire Smith Plt vs Benjamin Holt of Whately in
said County yeoman Deft in a plea of the case for that
the said Joseph and Benjamin at Sunderland aforesaid
on the twenty fourth day of November 1769 had ac-
counted together of and concerning divers Sums of

of money before that time due and owing by the said Benjamin to the said Joseph and being then behind and unpaid and upon the said Account he the said Benjamin being then and there found in Arrearage toward the said Joseph in three pounds seven shillings and five pence lawful Money and being so found in Arrearage he the said Benjamin afterwards to wit on the same day and Year aforesaid at the Undertaking of in Consideration thereof undertook and unto the said Joseph then and there faithfully promised that he the said Benjamin would pay unto the said Joseph the aforesaid sum of three pounds seven shillings and five pence when he should be thereto required yet the said Benjamin hath not paid the same to the damage of the said Joseph four pounds the Plt appears by William Billings Esq^r his Att^r and the said Benjamin the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said Benjamin three pounds seven shillings and five pence lawful Money damages and Cost of Suit tax'd at two pounds and six pence and thereof he may have his Execution — Ex is^d. 12th March 1772 —

David Smith of Sunderland in the County of Hampshire yeoman Plt vs Eliphalet Gaylord of South Hadley in said County yeoman Def^t in a plea of the case for that the said Eliphalet at Sunderland aforesaid on the first day of August 1770 by his Note for value received promised the said David to pay him the sum of one pound eighteen shillings and three pence lawful money by the tenth day of September then next with use till paid yet the said Eliphalet hath not paid the same to the damage of the said David three pounds the Plt appears by William Billings Esq^r his Att^r and the said Eliphalet the three times publickly called to come into Court doth not appear therefore it is considered by the Court that the said David do recover against the said Eliphalet two pounds and eight pence lawful Money damages and Cost of Suit tax'd at one pound eighteen shillings and thereof he may have his Ex — Ex is^d. 1st Novemb^r 1771

Smith
vs
Gaylord
N^o 78

Samuel Henry of Shutesbury in the County of Hampshire yeoman Plt vs Giles Alexander of Boston in the County of Suffolk yeoman Def^t in a plea of the case for that the said Giles on the 12th day of April 1770 at Springfield in said County of Hampshire by his Note of that date for value received promised the said Samuel to deliver him a Watch the property of the said Samuel or pay him the said Samuel the value thereof in money being four pounds thirteen shillings and four pence in the month of June then next yet the said Giles hath not delivered the Plt the said Watch nor the value thereof in money to the damage of the said Samuel nine pounds the Plt appears by Simon Strong Esq^r his Att^r and the said Giles the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Giles four pounds thirteen shillings and four pence lawful money damages and Cost of Suit tax'd at two pounds twelve shillings and six pence and thereof may have Ex — Ex is^d. 24th Oct^r 1771.

Henry
vs
Alexander
N^o 79

Sherrin
vs
Phillips
N^o 80

Jacob Sherrin of Ashfield in the County of Hampshire Clerk
Plt vs Richard Phillips of S. Ashfield yeoman Deft in a
plea of the case for that the said Richard at S. Ashfield on
the last day of June 1771 owed S. Jacob so much money as the
value of one mans saddle before said last day of June sold and
delivered to him the said Richard at the special Instance and
request of the said Richard according to the amount to the Plt's
Writ annexed in Consideration whereof the said Richard then
and there assumed on himself and to the said Jacob faithfully
promised to pay him so much money as the said saddle was
reasonably worth, and the said Jacob says the S. saddle at
the time of the delivery thereof was reasonably worth three
pounds of which the said Richard then and there had notice
yet the said Richard hath never paid the same to the damage
of the said Jacob four pounds, the Plt being three times
publicly called doth not appear therefore is Non suit
and the Deft likewise defaulted, and the Action dismissed.

Nichols
vs
Hayward
N^o 81

Timothy Nichols of NewBaintree district in the County of Wor-
ster yeoman Plt vs Moses Hayward of Conway in the County of
Hampshire yeoman Deft. in a plea of the case for that said
Moses at Springfield in S. County of Hampshire on the 2^d
day of Novemb^r 1770 by his Note of that date for value said
promised one Jacob Pepper to pay him or Order nine pounds
and nine pence by the first day of April then next with
Interest till paid, and afterwards viz on the same second day
of Novemb^r at S. Springfield S. Jacob Pepper by his Indorsement
ordered the contents of said Note then wholly unpaid to be paid
to said Timothy of all which the said Moses there Instantly
had notice and thereby became liable to pay the contents
of S. Note to S. Timothy according to the tenor thereof and
in Consideration thereof S. Moses then and there assumed
on himself and to S. Timothy faithfully promised to pay
the same according to the tenor of S. Note yet said Moses
hath never paid the same to the damage of the said Tim-
othy sixteen pounds the Plt appears by Joshua Upham
Esq his Att^y and the said Moses the three times publicly
called to come into Court doth not come therefore it
is considered by the Court that the said Timothy doth
recover against the said Moses nine pounds nine shillings
and one penny lawful money damages and Cost of Suit
taxed at one pound nineteen shillings and six pence
and thereof he may have his Ex - Ex^{ts} 21st Dec^r 1771 -

Bardwell
vs
Clark
N^o 82

Jonathan Bardwell of Bidekerstown in the County of Hamp-
shire yeoman Plt vs Caleb Clark of S. Bidekerstown yeo-
man Deft. in a plea of Trespasse on the case whereupon
the said Jonathan complains why whereas the said Caleb
on the thirty first day of Octob^r 1770 at S. Bidekerstown
was Indebted to the Plt in three pounds lawful Money
for so much money by the said Caleb to the use of the
Plt before then there had and received and being so therein -

therein Indebted he the said Caleb in consideration thereof after
wards to wit the same day and year last above? at s^d Belcherstown
assumed on himself and to the P^t then and there faithfully pro-
mised that he the said Caleb the said three pounds to the P^t
when he should be thereto afterwards required well and faithfully
would pay or and whereas the said Caleb on the twelfth day
of Novemb^r 1770 at Belcherstown afores^d was Indebted to the
P^t in another sum to wit in one pound eight shillings
lawful money for so much money by the said Caleb to the
use of the said P^t before then, there had and received and being
so therein Indebted he the said Caleb in consideration thereof
afterwards to wit the same day and year last mentioned
at s^d Belcherstown assumed on himself and to the P^t faithfully
promised that he the said Caleb the said one pound eight
shillings to the P^t when he should be thereto afterwards
required well and faithfully would pay or and whereas
the said Caleb on the twenty ninth day of July 1771
at s^d Belcherstown was Indebted to the P^t in another sum
of two pounds thirteen shillings and four pence lawful
money for so much money by the said Caleb to the use of
the said P^t before then there had and received, and being
so Indebted he the said Caleb in consideration thereof after-
wards to wit on the same day and year last mentioned
at Belcherstown afores^d assumed on himself and to the P^t
then and there faithfully promised that he the said Caleb
the said ~~two~~ two pounds thirteen shillings and four
pence to the P^t when he should be thereto afterwards required
well and faithfully would pay or yet the said Caleb hath
not paid either of the afores^d sums to the damage of the
said Jonathan twenty pounds the parties appear and
sumbly move for a continuance of this action, and
the said Parties accordingly have a day before the Lord
the thing here untill the second Tuesday of Novemb^r
next following said last Tuesday of August aforesaid.

Paul Puck of Litchfield in the County of Litchfield and Co-
lony of Connecticut yeoman P^t vs Abel Meriman of
Genoway in the County of Hampshire yeoman D^f in
a plea of the law for that said Abel at Springfield in said
County of Hampshire on the fifth day of October 1768
by his Note of that date for value received promised s^d Paul
to pay him fifteen pounds five shillings lawful money with
Interest for the same on or before the first day of June then next
and also for that s^d Abel at s^d Springfield on the day and
year last above? by his other note of that date for value
received promised s^d Paul to pay him one other sum of
fifteen pounds lawful money with Interest for the same
on or before the first day of then next after the date of s^d Note
yet said Abel hath never paid said sums or either of them
to the damage of the s^d Paul thirty six pounds. the
P^t argues by Mous & Lips Esq^r his att^y and the s^d

(Puck
vs
Meriman
N^o 83

Pech
vs
Miniman
N^o 83) said Abel the three times publicly called to come into
Court doth not appear therefore it is considered by the
Court that the said Paul do recover against the S. Abel
twenty pounds nineteen shillings and eight pence
lawful money damages and cost of Suit taxed at two
pounds fourteen shillings and thereof he may have his
execution Ex is. 26th Decemb^r 1771

Fish
vs
How
N^o 84) Eliakim Fish of Hartford in the County of Hartford and
Colony of Connecticut Plaintiff Plt vs Aaron How of
Conway in the County of Hampshire Blacksmith Deft
in a plea of the case for that the said Aaron at Hartford
to wit in Springfield in S. County of Hampshire on
the twenty sixth day of September 1769 by his Note
of that date for value received promised said Eliakim to
pay him or his order one pound nineteen shillings
and six pence lawful Money on demand with Interest
till paid yet said Aaron hath never paid the same to the
damage of the said Eliakim three pounds the Plt ap-
pears by Messrs Bliss Esq his Att^y and the said Aaron
the three times publicly called makes default of appear-
ance here therefore it is considered by the Court that the
said Eliakim do recover against the said Aaron two pounds
four shillings lawful Money damages and cost of
Suit taxed at two pounds four shillings and thereof
he may have his Ex - Ex is. 21st Septemb^r 1771 -

Chapin
vs
Pierce
N^o 85) Taphuth Chapin of Springfield in the County of Hamp-
shire Gent. Plt vs Benjamin Pierce of South Madley
in said County yeoman Deft. in a plea of the case for
that the said Benjamin at S. Springfield on the sixteenth
day of August 1764 by his Note of that date for value
received promised S. Taphuth to pay him five pounds
ten shillings lawful Money on or before the first
day of March then next with Interest till paid yet the
said Benjamin hath not paid the same to the damage
of the said Taphuth nine pounds, the Plt appears by
Messrs Bliss Esq his Att^y and the said Benjamin the
three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
Taphuth do recover against the said Benjamin seven pounds
two shillings and four pence two farthings lawful money
damages and cost of Suit taxed at one pound twelve shillings
and thereof he may have his Ex - Ex is. 21st Septemb^r 1771 -

Thomas
vs
Gaylord
N^o 86) John Thomas of Hartford in the County of Hartford and
Colony of Connecticut yeoman Plt vs Oliver Gaylord
late of South Madley in the County of Hampshire
yeoman Deft in a plea of the case for that said

said Oliver at a place called Marlford to wit in Springfield on the thirty first day of August 1769 by his Note of that date for value received promised said John to pay him four pounds lawful money worth of good Merchantable Timber at Cash price to be delivered at Marlford Cherry on or before the first day of August then next, and the said John says he hath been always ready to receive said Timber of him the said Oliver, yet said Oliver hath not paid or delivered said John the same or any part thereof to the damage of the said John (his pounds the Plt appears by Mans Duffs Esq his Att. and the said Oliver the three times publicly called to come into Court doth not appear therefore it is Considered by the Court that the said John do recover against the said Oliver four pounds nine shillings and six pence two farthings lawful money damages and cost of suit taxed at one pound eighteen shillings and eight pence and thereof he may have his Ex - Ex is: 21st Septemb^r 1771

Joseph Sikes of Wilbraham in the County of Hampshire } Sikes
yeoman Plt vs Abisgai Rice of Greenwich in S. County } vs
yeoman Def. in a plea of the case for that the said Abisgai } Rice
at Springfield in S. County on the eight day of feby^r 1771 } N^o 87
by his Note of that date for value received promised said Joseph to pay him him or his order forty four pounds four shillings and seven pence three farthings lawful money on demand with Interest till paid yet said said Abisgai hath not paid the same to the damage of the said Joseph forty eight pounds the Plt appears by Mans Duffs Esq his Att. and the said Abisgai the three times publicly called makes default of appearance here therefore it is Considered by the Court that the said Joseph do recover against the said Abisgai thirty two pounds one shilling and five pence lawful money damages and cost of suit taxed at one pound fourteen shillings and four pence and thereof he may have his Ex - Ex is: 4th Octob^r 1771

Bilead Fowler of Westfield in the County of Hampshire } Fowler
yeoman Plt vs Abner Fowler of Southwicks in S. County } vs
by yeoman Def. in a plea of the case for that said Abner } Fowler
at Springfield in S. County on the first day of June } N^o 88
1771 was Justly Indebted to S. Bilead in the sum of four pounds two shillings and nine pence lawful money for the same sum there before that time had and received by him the said Abner of him the said Bilead to the use of him the said Bilead and in consideration thereof said Abner then and there promised said Bilead to pay him the same sum on demand, and also for that the said Abner then at said Springfield on the same first day of June was Justly Indebted to said Bilead in one other sum of four pounds two shillings and nine pence like money for the same sum then before that time paid laid out, expended, and advanced by him the said Bilead for

Fowler
vs
Fowler
N^o 88

for him the said Abner at the Special Instance and request of the said Abner and in Consideration thereof D. Abner then & there promised D. Bilead to pay him the same on demand yet the said Abner hath not paid the same to the damage of the said Bilead Nine pounds the P^t appears by Moses Bliss Esq his Att^y and the said Abner the three times publicly call'd makes default of appearance here therefore it is considered by the Court that the said Bilead do recover against the said Abner four pounds two Shillings and nine pence lawful money damages and Cost of Suit tax'd at One pound thirteen Shillings and four pence and thereof he may have his Ex — Ex - is. 25th Septemb^r 1771 —

Idem
vs
Whley
N^o 89

Bilead Fowler of Wistfield in the County of Hampshire yeoman P^t vs Aaron Whley of D. Wistfield yeoman Deft. in a plea of the case for that said Aaron at said Wistfield on the twentieth day of June A 1770 by his Note of that date for value reciv^d. promised said Bilead to pay him four pounds eight Shillings and eleven pence lawful money whenever after he should be thereto requested with Interest till paid yet said Aaron hath not paid the same to the damage of the said Bilead five pounds the P^t appears by Moses Bliss Esq his Att^y and the said Aaron the three times publicly call'd makes default of appearance here therefore it is considered by the Court that the said Bilead do recover against the said Aaron four pounds fifteen Shillings and five pence lawful money damages and Cost of Suit tax'd at One pound thirteen Shillings and thereof he may have his Ex — Ex - is. 25th Septemb^r 1771

Idem
vs
Williams Esq
N^o 90

Bilead Fowler of Wistfield in the County of Hampshire yeoman P^t vs Elijah Williams Esq, late of Northbridge in the County of Berkshire and Sheriff of D. County Deft. in a plea of Trepass on the case for that whereas the said Bilead before the Justices of the Inferiour Court of Common Pleas holden by Adjournment at Northampton within & for the County of Hampshire on the third Tuesday of March A 1768 in the eighth year of his Majesty's reign received Judgment against one Herchiah Summer of Sandisfield in D. County of Berkshire yeoman for the sum of forty two pounds thirteen Shillings and two pence two farthings of lawful money Debt and two pounds fifteen Shillings and ten pence like money Costs of Suit as appears by the Record in D. Court remaining and afterwards to wit on the twenty second day of Feb^r in the ninth year of his Majesty's reign he the said Bilead sued out the Writ of Execution of that date in due form of law upon the same Judgment directed to the Sheriff of the County of Berkshire his under Sheriff or Deputy who were commanded ^{that} to take the Goods Chables or Land of the D. Herchiah he should cause to be paid and satisfied unto the said Bilead the aforesaid

comes with one Shilling and Eleven pence more for the same
 Writ and for want of Goods or of the said Merchants to be found
 that he should take the body of the said Merchants and him
 commit unto the Goal in Great Barrington in S. County
 of Wiltshire and that he should make return of the said
 Writ with his doings therein into the Inferiour Court of
 Common pleas then next to be holden at Springfield within
 and for the County of Hampshire on the third Tuesday
 of May then next ensuing the date thereof and afterwards
 to wit on the first day of March then next after the date
 of said Writ of Execution he the said Bailiff at S. Springfield
 delivered the same Writ of Execution unto one Josiah Smith
 then and long after an undersheriff or Deputy under him
 the said Elijah Williams then when S. Execution was delivered
 to said Josiah and long afterwards the rife of S. County
 of Wiltshire to be by him served, executed, and returned
 according to Law nevertheless he the said Josiah not regard-
 ing the duty of his said Office but contriving to deceive, injure
 and defraud the said Bailiff in this particular did not
 any ways serve or execute the same Writ of Execution as
 he was thereby commanded neither did he the Josiah make
 any return thereof into our said Inferiour Court, to which
 it was returnable as aforesaid by means of which neglect
 of the said Josiah the said Bailiff says he hath wholly lost
 the benefit of his said Judgment and that said Merchants
 hath withdrawn himself and his effects to places to the Pet
 unknown so that neither afterwards could be found or taken
 to satisfy said Judgment and the said Bailiff further says
 that the said Elijah is liable and answerable for the aforesaid
 misfeasance and neglect of the said Josiah his Deputy in his
 said Office and that the same is to the damage of the said
 Bailiff fifty pounds the Parties appear and humbly
 pray for a continuance of this action and the said
 parties accordingly have a further day before the Lord the
 thing here untill the second Tuesday of November next
 after the said last Tuesday of August aforesaid

George Pyncheon of Granville in the County of Hampshire } Pyncheon
 yeoman Plt vs Ephraim Pelton of said Granville yeoman } Pelton
 Deft in a plea of the case for that said Ephraim at Granville
 aforesaid on the eighth day of June 1771 by his Note of that
 date for value received promised said George to pay him or order
 fifteen pounds two Shillings and two pence lawful money
 on demand with Interest till paid yet said Ephraim hath
 not paid the same to the damage of the said George twenty
 four pounds the Plt appears by Mons Juffs Esq his Att. and
 the said Ephraim the three times publicly called makes
 default of appearance here therefore it is considered by the
 Court that the said George do recover against the said Ephraim
 fifteen pounds six Shillings and five pence lawful money
 damages and cost of Suit taxed at one pound twenty Shil-
 lings and eight pence and therefore he may have his Ex-
 ecution is. 24th Octob^r 1771

Chuney
vs
Gooley &
N^o 92

Timothy Chuney of Marlford in the County of Marlford and Colony of Connecticut yeoman Plt vs Caleb Gooley and Aaron Gooley both of Springfield in the County of Hampshire yeomen Def^t: in a plea of the case for that said Caleb and Aaron at said Springfield on the fourteenth day of August 1770 by their Note of that date for value received promised said Timothy to pay him thirteen pounds Eleven Shillings lawful Money by the first day of Novemb^r then next with Interest till paid Yet said Caleb and Aaron or either of them have never paid the same to the damage of the said Timothy fifteen pounds The Plt appears by Mons Rolifs Esq his Att^y and the said Def^t: by Jonathan Blip Esq come here and Confess Judgment for the sum due therefore it is considered by the Court that the said Timothy do recover against the said Def^t: fourteen pounds eight Shillings and one penny lawful money damages and Cost of Suit tax'd at two pounds and two pence and thereof he may have his Ex — Ex is? 23^d Septemb^r 1771

Chapin
vs
Pierce
N^o 93

Stephen Chapin of Granby in the County of Hampshire yeoman Plt vs Benjamin Pierce lately of South Madley in s^d County of Hampshire yeoman Def^t: in a plea that he render to the said Stephens Six pounds five Shillings and three pence one farthing lawful Money which to him he the said Benjamin owes and from him unjustly detains whereupon the said Stephen says that he by the name of Stephens Chapin of South Madley in the County of Hampshire yeoman by the Consideration of the Justice of the Inferiour Court of Common pleas holden at Springfield within and for the County of Hampshire on the last Tuesday of August in the sixth year of his Majesty's — Ough by the Consideration of the Justice of said Court recovered Judgment against the said Benjamin by the name of Benjamin Pierce of South Madley afores^d yeoman for the sum of four pounds ten Shillings and three pence one farthing lawful money damages which he had sustained by reason of the said Benjamin not performing his certain promise to him the said Stephens there before that time made and for the sum of thirty five Shillings like money for Costs &c whereof the said Benjamin is Convit as by the Record and proceedings thereof in said Court remaining manifestly appears which Judgment he the said Stephens says remains in full force not reversed annulled or any ways satisfied discharged or paid and the the said Stephens afterward duly sued out the Writ of Execution in due form of Law on s^d Judgment by virtue whereof the Body of the said Benjamin was taken and he committed to the Goal in said Springfield in Execution for the damages and Costs

aforesaid with two Shillings more for said Writ of Execution and he the said Benjamin being so a Prisoner in Execution as aforesaid afterwards to wit on the fifteenth day of January then next by two of our Justices of the peace for said County Quorum thus duly admitted to the benefit of one certain Act or Law of this Province Intituled and Act for the relief of poor Prisoners for Debt and the bails prescribed therein was then administered to the said Benj^m by our s^d Justices of the peace by reason whereof he the said Benjamin was discharged by the keeper of ~~the~~ s^d Goal from his s^d Imprisonment without payment or any satisfaction to the s^d Stephen of the sums afores^d by means whereof Action hath accrued to said Stephen to have and recover the sums of the said Judgment of s^d Benjamin yet said Benjamin hath not paid the same to the damage of the said Stephen nine pounds the P^t appears by Moses Bliff Esq his Atty and the said Benjamin tho three times publickly calld makes default of appearance here therefore it is considered by the Court that the said Stephen do recover against the said Benjamin eight pounds two shillings and ten pence one farthing lawful money Debt and Damages and one pound sixteen shillings and six pence Cost of Suit as taxd by the Court and thereof he may have his Ex Ex is. 17th September 1771

Joseph Pease of Suffield in the County of Hampshire yeoman P^t vs Thomas Williams of Granville in s^d County yeoman Debt in a plea of the case for that said Thomas at Springfield in s^d County on the thirtieth day of October 1769 by his Note of that date for value received promised said Joseph to pay him seven pounds five shillings lawful money within twelve months from the date of said Note with Interest till paid yet said Thomas hath never paid the same to the damage of the said Joseph nine pounds the P^t appears by Moses Bliff Esq his Atty and the said Thomas tho three times publickly calld to come into Court doth not appear therefore it is considered by the Court that the said Joseph do recover against the said Thomas eight pounds one shilling and one penny lawful money damages and Cost of Suit (taxd at one pound fourteen shillings and eight pence and thereof he may have Ex Ex is. 27th Sept^r 1771

Pease
vs
Williams
N^o 94

John Worthington of Springfield in the County of Hampshire Esq P^t vs Job Smith yeoman and Aaron Smith yeoman both of said Springfield Debt in a plea of the case for that said Job and Aaron at said Springfield on the sixteenth day of August 1762 by their Joint Note under their hands of that date for value received s^d John and one Josiah Dwight which s^d Josiah was then living but since dead and the P^t hath surviv^d them, to pay them four pounds nine shillings and one farthing lawful money on demand with Interest till paid yet said Job and Aaron or either of them have never paid the same to the said John or the said Josiah in his life time to the damage of the said John six pounds the P^t appears by Moses Bliff Esq his Atty and the said Job and Aaron tho three times publickly calld make default of appearance here therefore

Worthington
vs
Smith et al
N^o 95

Worthington ^{vs} Smith et al
N^o 95 } therefore it is considered by the Court that the said John do recover against the said Job and Aaron three pounds three shillings and seven pence lawful Money damages & cost of Suit taxed at one pound ten shillings and six pence and thereof he may have his Ex - Ex is^d. 24th Octob^r 1771

Synthon ^{vs} Bement
N^o 96 } George Synthon of Springfield in the County of Hampshire Plaintiff vs Thomas Bement of said Springfield yeoman Defendant in a plea of Debt for that D^r George the Plaintiff before the Justices of the Inferiour Court of Common pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May 1768 recovered Judgement by the Consideration of D^r Justices against the said Thomas for the sum of three pounds eight shillings and three pence one farthing lawful money damages which he the Plaintiff had sustained by reason of the D^r Thomas not performing his certain promise then before that time made and for the sum of twenty six shillings like money for his Costs &c whereof the said Thomas is convicted as by the record and proceedings thereof in D^r Court remaining manifestly appears & that the Writ of Execution & Alias & Pluries Writs of Execution have been sued out by the said George on D^r Judgement yet only the sum of two pounds one shilling and four pence hath been ever levied or paid thereon and the time hath long since been past wherein the last of D^r Writs of Ex - was returnable and the residue of the sum of the D^r Judgement being two pounds thirteen shillings and eleven pence one farthing with five shillings and four pence for the same Writs remain wholly unpaid by means whereof an Action accrues to the said George to have and recover the same of the said Thomas, yet said Thomas hath never paid the same but refuses to do it to the damage of the said George five pounds the Plaintiff appears by M^r Bliff Esq his Att^r and the said Thomas the three times publicly called makes default of appearance here therefore it is considered by the Court that the said George do recover against the said Thomas three pounds nine shillings and nine pence three farthings lawful money Debt ^{damages} and one pound nine shillings cost of Suit as taxed &c and thereof he may have his Ex - Ex is^d. 20th Decemb^r 1771

Johnson ^{vs} Smith
N^o 97 } Samuel Johnson of Southwiche in the County of Hampshire yeoman Plaintiff vs Aaron Smith of Springfield in D^r County yeoman Defendant in a plea of the case for that the said Aaron at said Springfield on the twentieth day of August last &c by his Note of that date for value received promised said Samuel to pay him or order two pounds and two pence lawful Money on demand with Interest till paid yet said Aaron hath not paid the same to the damage of the said Samuel four pounds the Plaintiff appears by Samuel Fowler Gent his Att^r and the said Aaron the three times publicly called to come

into Court doth not appear therefore it is considered by the Court that the said Samuel do recover against the said Aaron two pounds two shillings and eight pence lawful Money damages and Cost of Suit taxed at one pound thirteen shillings and two pence and thereof he may have his Execution. Ex- is. 25th Septemb^r 1771

Bildad Fowler of Wotfield in the County of Hampshire yeoman Plt vs Samuel Hayer late of Southwicks in said County of Hampshire yeoman Deft in a plea of the case for that the said Samuel at said Wotfield on the ninth day of March A 1771 by his Note of that date for value received promised the said Bildad to pay him twenty pounds lawful money by the middle of May next following the date of said Note with use till paid yet said Samuel hath never paid the same to the damage of the said Bildad thirty pounds the Plt appears by Samuel Fowler Gent his Att^y and the said Samuel ^{Hayer} the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Bildad do recover against the said Samuel twenty pounds nine shillings and eight pence two farthings lawful Money damages and Cost of Suit taxed at one pound thirteen shillings and four pence and thereof he may have his Execution — Ex is. 25th Septemb^r 1771

Fowler
vs
Hayer
N^o 98

Bildad Fowler of Wotfield in the County of Hampshire yeoman Plt vs Herman Watson late of Southampton in s^d County yeoman Deft in a plea of the case for that the said Herman at Springfield in the County aforesaid on the twentieth day of May A 1770 by his Note of that date for value received promised the said Bildad to pay him two pounds and five shillings lawful Money at or before the first day of Novemb^r then next with Interest till paid yet the said Herman hath never paid the same to the damage of the said Bildad five pounds the Plt appears by Samuel Fowler Gent^r his Att^y and the said Herman the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Bildad do recover against the said Herman two pounds eight shillings and five pence lawful money damages and Cost of Suit taxed at one pound fourteen shillings and thereof he may have his Ex — Ex is. 25th Septemb^r 1771

Idem
vs
Watson
N^o 99

Robert Lindsay vs James Fairman N^o 100
The Plt brought no note that would support the Action &c

Stephen Fowler of Wotfield in the County of Hampshire yeoman Plt vs Asa Barns of Lamsborough in the County of Berkshire yeoman Deft in a plea of the case for that the said Asa at Springfield in s^d County of Hampshire on the twelfth day of April A 1771 by his Note of that date for value received promised the said Stephen to

Fowler
vs
Barns
N^o 101

Fowler
vs
Barns
N^o 101

to pay him or Order Nine pounds lawful money by the first day of May then next with Interest after time of payment till paid yet the said Aba hath never paid the same to the damage of the said Stephens twenty pounds. The P^{lt} appears by Samuel Fowler Gent. his Att. and the said Aba tho three times publicly called makes default of appearance here therefore it is considered by the Court that the said Stephens do recover against the said Aba Nine pounds four shillings and four pence two farthings lawful money damages and Cost of Suit taxed at Two pounds and eight pence and thereof he may have Ex-Ex is. 23. Sept. 1771—

Fowler
vs
Old
N^o 102

Abner Fowler of Southwick in the County of Hampshire yeoman P^{lt} vs Daniel Old of Heartwood in the County of Berkshire yeoman Deft in a plea of the Case for that the said Daniel at Springfield in said County of Hampshire on the thirty first day of May 1766 by his Note under his hand of that date for value received promised the said Abner to pay him twenty pounds lawful money on demand with Interest till paid. Also for that the said Daniel at said Springfield on the last day of May 1771 was Justly Indebted to the said Abner for the sum of twenty pounds lawful money for so much money by him the said Daniel there before that time had and received for the use of the said Abner he the said Daniel then and there in consideration thereof promised the said Abner to pay him the same sum on demand. Also for that the said Daniel at said Springfield on the last day of June 1771 was Justly Indebted to him the said Abner in another sum of twenty pounds lawful money for so much money by him the said Abner at the special Instance and request of him the said Daniel laid out and expended for the use and benefit of him the said Daniel to sundry persons hereafter mentioned viz One pound and four shillings to Eliha Parks, six pounds fourteen shillings and eight pence to one Joseph Phelps and four pounds two and nine pence to Jonathan Shepard &c in consideration thereof he the said Daniel then and there promised the said Abner to pay him the same on demand yet the said Daniel hath never performed either of his aforesaid promises to the damage of the said Abner thirty pounds. The P^{lt} appears by Samuel Fowler Gent. his Att. and the said Daniel comes and defends the force &c and moving liberly to waive the following plea and to make any new plea at the trial of the appeal says that the Note within mentioned is not his Act and deed and thereof prays Judgment. And the D. Abner agreeing to the said observations of the said Abner says that he ought not to be precluded from rec.

vering his damages by any thing contained in the forego-
 ing plea of the said Daniel likewise he says that the said plea
 is an Insufficient answer to the Plt's Declaration and that
 by the Law of the Land he is not bound to reply thereto
 and this he is ready to verify and thereof prays Judgment
 and that his damages may be adjudged to him. And the Plt
 said Daniel says his plea is Sufficient. thereupon all and sin-
 gular the premises being seen and by the Court of the Lord
 the thing now here fully understood for that it appears to the said
 Court that the plea aforesaid of the said Daniel in manner and
 form by him above pleaded and the matters in the same con-
 tained are an Insufficient answer to the declaration aforesaid of
 the said Abner and ought not to preclude the said Abner from
 having and maintaining his Action aforesaid and because the said
 Daniel hath not denied in any manner the aforesaid Action
 and plea of the said Abner therefore it is considered that the said
 Abner do recover against the said Daniel twenty six pounds
 five shillings and eight pence lawful money damages and
 cost of suit taxed at one pound eighteen ^{shillings} and nine pence
 the said Daniel now here by Joseph Hawley Esq^r his Att^r appeals
 from the Judgment of this Court to the Superior Court of
 Judicature to be holden at Springfield in and for the County
 of Hampshire on the fourth Tuesday of September next and
 he recognises with Sureties as the law directs for the said Daniel's
 prosecuting d. appeal with effect as by recognizance on file appears.

Oliver Miller of Westfield in the County of Hampshire yeoman
 Plt vs Samuel Gordon of Murrayfield in said County yeoman
 Deft in a plea of the case for that the said Samuel at Spring-
 field in said County on the tenth day of May 1770 by
 his Note of that date for value received promised the said Oliver
 to pay him or Order the sum of ten pounds lawful mo-
 ney within one month after the date of said Note with-
 Interest from the time of payment till paid. Yet the
 said Samuel hath not paid the same to the damage
 of the said Oliver fifteen pounds. the Plt appears by Sam^l
 Fowler Gent^r his Att^r and the said Samuel the three times
 publicly called makes default of appearance here therefore
 it is considered by the Court that the said Oliver do
 recover against the said Samuel ten pounds fourteen shil-
 lings and eight pence lawful money damages and cost
 of suit taxed at one pound sixteen shillings and one
 penny and thereof he may have his Ex. Ex. is. 25th Sep^r 1771

Waller
 vs
 Gordon
 N^o 103

Elisha Parks of Westfield in the County of Hampshire
 Gent^r Plt vs Moses Allen of Granville in said County
 yeoman Deft. in a plea of the case for that the said
 Moses at said Westfield on the fourth day of April 1768
 by his Note of that date for value received promised the said
 Elisha to pay him or Order two pounds thirteen shillings
 and six pence lawful Money on demand with Interest till

Parks
 vs
 Allen
 N^o 104

Parkes
vs
Allen
N^o 104

till paid yet the said Moses hath never paid the same to the damage of the said Elisha five pounds the Plt appears by Samuel Fowler Gent. his Att^r and the said Moses the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Elisha do recover against the said Moses two pounds seven Shillings and four pence one farthing lawful money damages and Cost of Suit taxed at One pound fourteen Shillings and eight pence and thereof he may have his Ex — Ex is. 23^d Septemb^r 1771

Fowler
vs
Palmer
N^o 105

Bildad Fowler of Westfield in the County of Hampshire yeoman App^t vs Judah Palmer yeoman and Judah Palmer jun^r yeoman Appellies from the Judgment of Eldad Taylor Esq one of his Majesty's Justices of the peace for the County at a Trial before him at Westfield aforesaid on the fifth day of August 1771 when and where the said Bildad was Plt and the said Judah and Judah jun^r were Def^t in a plea of the case for that the said Def^t at said Westfield on the last day of May last were Justly Indebted to the Plt in the sum of twenty six Shillings and four pence to Balance Accounts according to the Account annexed to the Plt's Writ and there and there promised the Plt to pay him in the same on demand, also for that whereas at said Westfield on the twenty fourth day of May 1771 the s^d Bildad at the special Instance and request of the said Def^t sold and delivered to them one Barrel of good Pork at the price of three pounds and twelve Shillings in Consideration thereof the said Def^t then and there promised the Plt the same sum on demand yet the said Def^t nor either of them, but in part viz two pounds eight Shillings and eight pence and there is yet unpaid for twenty six Shillings and four pence to the damage of the said Bildad forty Shillings the Plt appeared by Samuel Fowler Gent. his Att^r and the Def^t by John Phelps Gent their Att^r came and defended the force and Injury when he and for plea said that the Plt's Writ was bad and ought to abate because they said that the Officer who served the Writ had not conformed in his return to the Law of the Province where the Def^t were not Inhabitants of this Province as he ought to have done by leaving a summons with his or their Tenant, Agent, or Att^r and this he is ready to verify wherefore because y^e Officer who served the Writ hath not in his return set forth that he did leave a summons with the Tenant, Agent or Att^r of the s^d Def^t they pray Judgment and that this writ may be abated and they allowed their Costs saving the foregoing plea in abatement the said Justice having considered the aforesaid plea in abatement and judged that the said Writ ought not to be abated — and the s^d

said Deft. came into Court and defended the force and Injury when he and say that as to the first promise with in-
 mentioned they never promised the Plt in manner and
 form as he hath alleged against them and therefore they
 pray Judgment and Judgment for the Cost, and the said
 Billed likewise and the Deft. came as above and say that
 as to the second promise mentioned in the Plt's declaration that
 they never promised the Plt in manner and form as he
 hath alleged against them and therefore pray Judgment
 and Judgment for the Cost, and the said Billed likewise
 at which Trial Judgment was rendered that the said Deft.
 should recover their Costs from which Judgment the said
 Billed appealed to this Court & the Parties appear by their
 atts. and move for a Continuance of this Action therefore
 it is considered that the said Parties have a day before the
 last the thing here untill the second Tuesday of November
 next following said last Tuesday of August aforesaid. —

David Mathews of Colrain in the County of Hampshire yeo
 man Plt vs Jonathan Lilly of Ashfield in said County yeoman
 Deft. in a plea of the Case whereas the said David Mathews is
 a good true faithful honest man and one of his Majesty's
 good Subjects and hath always from the time of his Nativity
 hitherto carried himself behaved and governed himself as such
 and hath been all his life time hitherto held respected and
 esteemed of a good name Character and Conditions by all
 his Majesty's good Subjects with whom he hath been acquainted
 and hath always hitherto remained and continued such an
 honest faithful and good Subject uncharged unsuspected
 of any kind of theft Felony Fraud Deceit, or the guilt or
 suspicion of any such enormous crimes or either of them by means
 of which good conduct and behaviour and the good Character
 and Reputation founded thereon the said David hath obtained
 great favour and good will from his Neighbours and all
 other his Acquaintance and has obtained great benefit and
 advantage therefrom, Nevertheless the said Jonathan not Ig-
 norant of the premises but contriving and maliciously
 intending to deprive him the said David of his good name
 Character and Conditions aforesaid which he had before en-
 joyed and to bring the said David into an Opprobrious
 Scandal and the displeasure of all persons and especially
 of his neighbours and friends and to cause the said David
 to be punished according to the Laws of this Province made
 and provided for those who should commit any sort of Theft,
 on the first day of May A 1771 at Ashfield aforesaid in the
 presence and hearing of many of his Majesty's liege Subjects
 then and there being present and hearing the same falsely
 and maliciously spoke asserted and pronounced with a loud
 voice (of and concerning the said David) the following false

Mathews
 vs
 Lilly
 N^o 106

Mathews
vs
Lilly
N^o 106

false scandalous fictitious and opprobrious English words following viz he (meaning the said David) stole a Star from Mr Sexton of Deerfield (meaning David Sexton of Deerfield) and the Hide was found with Mr Stebbens (meaning one Joseph Stebbens of D. Deerfield Tannery) He stole a Star from one Sexton of Deerfield and the Hide was found with one Stebbens. David Mathews stole a Star from Sexton of Deerfield and the Hide was found at Stebbens, he threatened to prosecute me at last Court but he has not done it and he dares not do it for it is true that he the said David stole a Star from Sexton of Deerfield and the Hide was found at Stebbens. Whereas in truth the said David never stole any Star or any thing else either from the said Sexton or any other person whatsoever nor was ever guilty of any Felony or Theft whatsoever or any such like Crime. by means of which speaking publishing and proclaiming the said several false and scandalous English words aforesaid the said David Mathews is not only hurt and injured in his good name and reputation aforesaid but many of his Majesty's good Subjects of his acquaintance and of his friends and Neighbours on that occasion have withdrawn themselves from his acquaintance and he hath been compelled to expend much money and undergo great pains and Labour to make manifest his Innocency in the premises, all which is to the damage of the said David Sixty pounds the Parties appear by their Attornies and move for a Continuance of this Action accordingly it is considered by the Court that the said parties have a day before the Lord the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid.

Chapin
vs
Pierce
N^o 107

Phineas Chapin jun^r of Springfield in the County of Hampshire shire yeoman Plt vs George Pierce of Groton in the County of Middlesex Innholder Def^t in a plea of the case for that said George at D. Springfield on the first day of Novemb^r 1770 by his note of that date for value received promised the said Phineas to pay him or his Order twelve pounds Six Shillings lawful Money by the first day of March then next with Interest after time of payment till paid Yet the said George hath not paid the same to the damage of the said Phineas fifteen pounds, the Plt appears by John Worthington Esq^r his att^y and the said George tho three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Phineas do recover against the said George twelve pounds Thirteen Shillings and three pence two farthings lawful money damages and Cost of Suit taxed at two pounds three Shillings and two pence and thereof may have 6s - 6d 15th Nov^r 1771

Seth Shaw of Monson in the County of Hampshire yeoman
 Plt vs Joseph Gruntleaf of Boston in the County of Suffolk
 Merchant Deft. in a plea that said Gruntleaf owes to said
 Seth a reasonable account for the time he was Bailiff of said
 Seth at Springfield in S. County of Hampshire and where
 upon said Seth says that at said Springfield on the thirty
 first day of January A 1770 the said Gruntleaf was Bailiff
 of the said Seth and then and there reciev^d of him twenty
 nine pounds of good butter of the value of three pounds, to
 merchandize and make profit thereof for said Seth and thereof
 to render him a reasonable account whenever the said
 Gruntleaf should be thereto required notwithstanding the said
 Gruntleaf the often requested that reasonable account to the said
 Seth hath never rendered but unjustly neglects to do it
 to the damage of the said Seth four pounds
 And now at this time come here the within named par-
 ties to wit the said Seth in his proper person and the
 said Gruntleaf by Joseph Mawley Esq^r his Att^r and refer the
 case to the final determination and award of Mess^{rs} William
 Holt of Palmer, Joseph Blodget of Southbrimfield and
 Joshua Shaw of Monson or any two of them (Arbitrators
 mutually chosn and named by the said parties) to be made
 upon the premises and returned into this Court as soon
 as may be. and the said parties have a day before the Lord
 the thing here untill the second Tuesday of Novemb^r next

Shaw
 vs
 Gruntleaf
 N^o 108

Oliver Pomeroy of Wetherfield in the County of Hartford
 and Colony of Connecticut yeoman Plt vs Oliver
 Gaylord of South Hadley in the County of Hampshire
 yeoman Deft. in a plea of the case for that the said Gay-
 lord at Springfield in said County of Hampshire on the
 eighteenth day of January A 1771 by his Note of that date
 for value reciev^d promises the said Pomeroy to pay him seven
 pounds twelve shillings and six pence within one month
 with Interest till paid yet said Gaylord hath never paid
 the same to the damage of the said Pomeroy Nine pounds
 the Plt appears by John Worthington Esq^r his Att^r and the said
 Gaylord the three times publicly called and makes default of
 appearance here therefore it is considered by the Court
 that the said Pomeroy do recover against the said Gaylord seven
 pounds eighteen shillings and one penny one farthing
 lawful money damages and cost of suit taxed at one pound
 eighteen shillings and two pence and thereof he may
 have his Ex^{ce} Ex. is. 23. Septemb^r 1771

Pomeroy
 vs
 Gaylord
 N^o 109

John Worthington of Springfield in the County of Hampshire
 Esq^r Plt vs Pruben Lilly late of Brimfield in S. County
 yeoman and Trustram Davis of South Brimfield in S.
 County Gent^l Deft^s in a plea of the case for that the
 said Pruben and Trustram at S. Springfield on the twenty
 fifth day of Septemb^r A 1764 by their Note of that
 date for value reciev^d promised said John to pay himⁿ or or

Worthington
 vs
 Lilly et al
 N^o 110

Worthington
vs
Lilly et al
N^o 110

Order two pounds Eleven Shillings and three pence lawfull money within four Months of the date of said Note with Interest till paid. Yet the said Ruben and Trustram have never paid the same to the damage of the said John ten pounds the Plt appears in his own proper person and the said Ruben and Trustram the three times publicly called make default of appearance here therefore it is considered by the Court that the said John do recover against the said Ruben and Trustram three pounds twelve Shillings and six pence one farthing lawfull money damages and cost of suit taxed at one pound thirteen Shillings and four pence and thereof he may have his Ex — Ex is. 24th Octob^r 1771 —

Bagg
vs
Fally
N^o 111

Moses Bagg of Springfield in the County of Hampshire yeoman Plt vs Richard Fally of Westfield in said County yeoman Deft. in a plea of the case for that the said Richard at said Springfield on the first day of June A 1770 being lawfully Indebted to the said Moses in the sum of three pounds for so much money by him the said Richard there before that time had and received for the use of said Moses he the said Richard then and there in consideration thereof assumed on himself and to the said Moses faithfully promised to pay him the same whenever he should be thereto required Yet s^r Richard the often requested hath never paid the same to the damage of the said Moses five pounds. the Parties appear and move for a continuance of this action, and it is considered that the said Parties accordingly have a day before the Lord the thing here untill the Second Tuesday of Novemb^r next following said last Tuesday of August aforesaid.

Dwight
vs
Andrews
N^o 112

Nathaniel Dwight of Belchertown in the County of Hampshire Gent^l and a deputy Sheriff under Solomon Stoddard Esq^r Sheriff of s^r County, Plt vs Thomas Andrews of Ware in said County of Hampshire yeoman Deft. in a plea that said Thomas owes to s^r Nathaniel twelve pounds twenty Shillings and nine pence which to him he owes and from him unjustly detains and whereon the said Nathaniel says that at the Inferiour Court of Common pleas holden at Springfield within and for s^r County on the last Tuesday of August in the seventh year of his Majesty's reign by the Judgment of the same Court he recovered against said Thomas nine pounds seven Shillings and one penny for his damages by him sustained by reason of the said Thomas not performing to him his said promise before that time made him. and three pounds ten Shillings and eight pence for his costs &c whereof the said Thomas is convict as by the Record thereof in said Court remaining is manifest and appears which Judgment yet remains in full force not satisfied nor reversed and altho s^r Nathaniel hath sued out a first and third Writs of execution on the Judgment aforesaid in form aforesaid recovered yet they have

have all of them been long since returned wholly unsatisfied whereby action accrues to the said Nathaniel to demand and have of the said Thomas the sums aforesaid recovered amounting to said sum of twelve pounds Eleven Shillings and nine pence yet the said Thomas tho often requested hath never paid the same to the damage of the said Nathaniel twenty pounds, the Ptt appears by John Worthington Esq. his Att^y and the said Thomas tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Nathaniel do recover against the said Thomas fifteen pounds ten Shillings and five pence two farthings lawful Money Debt and Damages and Cost of Suit taxed at one pound nineteen Shillings and six pence and thereof he may have his Ex - Ex is. 23. Septemb. 1771

Seth Clark of Granby in the County of Hampshire (Clark
who was lately a yeoman and is now a Minister of the Gospel and Elder of a Baptist Church that usually meets in Milbrabram in said County Ptt vs Phineas Smith & yeoman Charar Nash yeoman and Experience Smith N^o 113
yeoman all of Granby in said County of Hampshire
Deft^s in a plea of the Case for that the said Phineas Charar and Experience were Assessors in and for the said Town of Granby for the year A 1770 legally chosen and sworn to that office and empowered by Law to assess the Province, County and Town Rates on the Rateable Inhabitants of the same Town and the said Seth the same year was an Inhabitant of the same Town and a settled Minister there of the Church aforesaid and so by Law exempted from paying Taxes and not liable to be assessed whereof the said Phineas Charar and Experience were well knowing, yet they contriving to Injure and wrong said Seth and to cause a levy to be extended from him unjustly, did on the first day of Feby A 1771 Illegally arbitrarily and without any just or probable Cause make an assessment on the Ptt for his Poll his real and personal Estate for the ^{fourth of the} Taxes of the year 1770 to the Province the sum of twenty two Shillings and two farthings and to the County and Town together nine Shillings and six pence two farthings and afterwards the same day at Springfield the said Assessors delivered their Assessments containing the illegal Assessments aforesaid on the Ptt to one Samuel Elmer then a Constable of the said Town of Granby duly Authorized and empowered to levy and collect the Rates and Assessments ^{with} in the said Town together with several Warrants directed to said Constable and commanding him to distress for the same Rates and afterwards viz on the first day of July A 1771 the said Assessors maliciously procured the sd Constable at said Springfield under Colour of the Assessments Warrants

Clarke
vs
Smith &c
No 113

Warrants aforesaid to distrain the Plt's Goods and the said
Constable on 3^d first day of July at 5^o Springfield thereupon
did actually seize and distrain the Plt's Goods and Chattle
viz his money and thereof then and there took and carried
away by distress One pound Eleven Shillings and Seven
pence to satisfy the Illegal Assessments aforesaid now the
Plt in fact says that he was at the time of the Assessments
aforesaid and before a settled Minister in said Town of
Granby and not liable to be taxed and that 5^o Defts. then
well knew the same and that the Assessments aforesaid on
the Plt were illegal arbitrary and vexatious all which is
to the damage of the said Seth four pounds the Plt ap-
pears by John Worthington Esq his Att. and the said Defts
by Strong and Porter their Att. come and defend &c and for
plea say that the said Seth ought not to have or maintain
his said Actions thereof against them because they say that
the said Seth was always a Rateable Inhabitant of said Gran-
by, without that that the said Seth ever was a settled Minister
as in the same Writ the said Seth has alleged all which
said Defts are ready to verify when &c - wherefore they pray
Judgment if the said Seth ought to have or maintain his Action
against them. And the said Seth reserving liberty to waive
the following demurrer & otherwise to reply to the foregoing
plea of the said Defts. at the Superior Court, says that the
said Plea is an insufficient answer to the declarations contained
in his Writ and that he ought not by any thing con-
tained in said plea to be precluded or barred of his Actions -
or recovering his damages for the matters complained of in
his 3^d Declarations and that he hath no need neither is he
held by the Law of the Land to reply thereto and this he
is ready to verify he therefore prays that because the
said Defts have not made any sufficient answer to his -
Declarations that his Damages may be adjudged to him. -
And the above named Defts. say that their plea is suffi-
cient and also do agree to the above recitations of the 3^d
Seth. thereupon all and singular the premises being viewed
and by the Court of the Lord the thing now here fully -
understood for that it appears to the said Court now here
that the plea afores. of the 5^o Defts. by them in manner and
form afores. pleaded and the matters therein contained is
a good and sufficient Answer in Law to the Declarations
aforesaid of the said Seth and that he ought not to receive
any thing upon his plea afores. therefore it is considered
that the said Seth by his plea aforesaid receive nothing but
that for his groundless claims he be in money &c and that the
said Defts. do recover against the said Seth costs of Suit. -
from where the said Seth by his Att. afores. Appeals from the

Judgment of this Court to the Superior Court to be hold
in at Springfield within and for the County of Hamp
shire on the fourth Tuesday of Septemb^r next and he recog
nizes with Sureties as the law directs for the said 2^d appeal
prosecuting 2^d appeal with effect as by recognizance on file.

Ebenzer Meacham of Murrayfield in the County of Hamp
shire yeoman Plt vs Isaac Mixer of 2^d Murrayfield yeo
man Def^t in a plea of trespass for that the said Isaac at
Springfield in said County on the twentieth day of June
1791 with force and Arms one Cart and wheels bound
and tied with Iron of the value of nine pounds of the
Goods and Chattels of the said Ebenzer did take and carry
away and many other Injuries to the Plt did contrary
to Law and against the Peace of our Lord the King
and to the damage of the said Ebenzer ten pounds.
the Plt appears by John Worthington Esq his Att^y and the
said Isaac comes and defends &c and reserving liberty to give
any special Matter of Justification in Evidence under the
general Issue for plea says he is not guilty in manner
and form as the said Ebenzer in his Declaration hath alleged
against him and thereof puts himself on the Country. Thoug.
and the Plt consenting to the reservation aforesaid and reserv
ing Liberty to waive this demurrer on the trial on the
appeal and then joining the Issue &c now says that the
Def^t plea above pleaded and the Matter therein contained
is an insufficient answer to his Declaration and that he
is not bound by the Law of the Land to answer thereto all which
he is ready to prove wherefore he prays Judgment for his
Damages and Cost. And the said Isaac says his plea is
sufficient and thereof prays Judgment & for his Costs.
thereupon all and singular the premises being viewed and
by the Court now here fully understood for that it appears
to the said Court that the plea aforesaid of the said Isaac
by him in manner and form aforesaid pleaded and the
matters therein contained is a good and sufficient answer
in Law to the Declaration aforesaid of the said Ebenzer
and that he ought to receive nothing upon his plea aforesaid
therefore it is considered that the said Ebenzer by his
plea aforesaid receive nothing but that for his groundless
claim he be in money &c and that the said Isaac do
answer against the said Ebenzer Costs of Suit.
from which Judgment the said Ebenzer appeals to the
Superior Court of Judicature &c to be holden at Spring
field within and for the County of Hampshire on the fourth
Tuesday of Septemb^r next and he recognizes with Sureties
as the law directs for prosecuting 2^d appeal with effect as
by recognizance on file appears.

Meacham
vs
Mixer
N^o 114

Vanhorn Esq vs Jacob Cothe No Wait

N^o 115

Warriner
vs
Sikes
N^o 116

Samuel Warriner of Wilbraham in the County of Hampshire
yeoman Plt vs Joseph Sikes of Wilbraham yeoman Dft
in a plea of the case for that said Joseph at Springfield
in the County of Hampshire on the twelveth day of April
1771 by his Note of that date for value received promised
said Samuel to pay him ten pounds Nine Shillings law-
ful money on demand with Interest till paid Yet said
Joseph hath not paid the same to the damage of the
said Samuel twelve pounds. the Plt appears by John
Worthington Esq his att^r and the said Joseph the three
times publicly called makes default of appearance
here therefore it is considered by the Court that the
said Samuel do recover against the said Joseph ten
pounds thirteen Shillings and eight pence one farthing
lawful money damages and Cost of Suit taxed at one
pound thirteen Shillings and thereof he may have his Ex-
Ec is: 23. Octob^r 1771

Colton
vs
Pease
N^o 117

Samuel Colton of Springfield in the County of Hamp-
shire yeoman Plt vs Levi Pease of Blandford in S^t. County
yeoman Dft in a plea of Ejectment wherein S^t. Samuel
demands of said Levi one hundred acres of Land with the
Appurtenances lying in said Blandford and being part of
the farm there of which Nathaniel Pease of S^t. Blandford
Father of said Levi was formerly seized and lying at the
East end of said Farm beginning at the east end of S^t. farm
or home lott so called and extending so far west the whole
width of said Lott as to make one hundred acres and bound-
ing Southerly on the highway Easterly on Land of W^m
Knox and North on Land of Robert Henry and whereon
said Samuel says that at S^t. Springfield on the twentieth
day of August in the eighth year of his Majesty's reign
the said Nathaniel Pease being seized of the demanded
premises by his Deed of that date in Court to be produced
conveyed the same to the Plt to hold the same to him &
his Heirs by Virtue whereof he became seized thereof
in his demerit as of Heirs of his Inheritance and right
taking the profits thereof to the value of forty Shillings by
the year and ought still to hold the same Yet said
Levi hath since unjustly without Judgment entered into
the same Guted the said Samuel and unjustly holds
him out to the damage of the said Samuel one hundred
pounds the Plt appears by John Worthington Esq his
att^r and the said Levi the three times publicly called
makes default of appearance here therefore it is con-
sidered by the Court that the said Samuel do recover against
the said Levi ^{possession} of the Lands demanded unless the
said Levi pay or Cause to be paid to the Plt within two
months sixty two pounds twelve Shillings and two pence

two farthings lawful money Debt ~~and that he also~~
~~may have his execution for the same~~ ~~and for~~
~~rescue Costs~~ ~~tax~~ at one pound Nine Shillings and
ten pence and he may have his execution accordingly
Ex in. 9th March 1772

90

Israel Dewey of Westfield in the County of Hampshire
yeoman Plt vs Gideon Root of Southwick in said County
of Hampshire yeoman Deft. in a plea of Ejusdem tenore
in said Israel demands against said Gideon fourteen
acres and half of Land in said Southwick in the out
ward Commons so called there bounding as follows viz
beginning at the Street at the West End of the second
Pair of Lots in the Outward Commons aforesaid on the
West Side of Sinsbury Road so called in said Southwick
and at the northwest Corner of Lot Number 44 in said
Commons originally laid out to the heirs of Israel Dewey
deceased Father of the Plt and measuring 148 rods
East 9 degrees South on the North Line of said Lot to
the fence on the west Side of the Land now improved
by said Gideon makes there at said fence the Northwest
Corner of the Land demanded thence East Nine degrees
South fifty two rods thence South nine degrees West
twenty six rods thence ~~South~~ ^{West} 9 degrees ~~West~~ North
fifty seven rods and one half thence North seventeen
degrees thirty minutes East twenty seven rods and one
third to the first bounds, with the Appurtenances as
his right and Inheritance. and whereon said Israel says
that he was seized of the demanded premises with the
Appurtenances at said Southwick within twenty years
last past in his own right as of his Inheritance
and right in a time of peace taking the profits thereof
to the value of twenty Shillings by the year, yet the
said Gideon hath since unjustly and without Judgment
entered into the same dispossessed the said Israel thereof
and unjustly holds him out to the damage of the
said Israel sixty pounds. the Parties by their respective
Attornies now come here viz the said Israel by John
Worthington Esq and the said Gideon by John Phelps
Gent and they refer the Case to the final determination
and Award of Col. Benjamin Day Deacon Jonathan White
and Ensign Elisha Parks or any two of them (arbi
trators mutually elected and named by the said Parties)
to be made upon the premises and returned into
this Court so soon as may be and the said Parties
have a day before the Lord the thing bet. untill
the second Tuesday of November next.

Thomas White of South Hadley in the County of Hamp
shire yeoman Plt vs John Rugg late of S. South
White
vs
Rugg
119

White
vs
Rugg
N^o 119

South Madley yeoman Deft in a plea of the case for that the said John at said South Madley on the twelfth day of January 1771 by his Note of that date for value received promised said Thomas to pay him or Order three pounds by the last day of February then next with Interest after time of payment Yet said John tho often requested hath never paid the same to the damage of the said Thomas five pounds the Plt appears by John Worthington Esq his Att^r and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Thomas do recover against the said John three pounds one Shilling and nine pence one farthing lawful money damages and Cost of Suit tax'd at one pound fourteen Shillings and one penny and thereof he may have his Ex — Ex is. 11th August 1772

Chapin
vs
Lundern
N^o 120

Ephraim Chapin of Springfield in the County of Hampshire yeoman Plt vs John Rugg of South Madley in said County yeoman Deft. in a plea of the case for that said John at said Springfield on the fifteenth day of March 1769 by his Note of that date for value received promised the Plt. to pay him or Order thirteen pounds five Shillings and seven pence by the fifteenth day of May then next with Interest after time of payment Yet said John hath never paid the same to the damage of the said Ephraim seventeen pounds the Plt appears by John Worthington Esq his Att^r and the said John tho three times publickly called makes default of appearance here therefore it is Considered by the Court that the said Ephraim do recover against the said John thirteen pounds twelve Shillings and nine pence one farthing lawful money damages and Cost of Suit tax'd at one pound eleven Shillings and ten pence and thereof he may have his Ex^{ecution}.

Fairfield
vs
Hannum
N^o 121

Stephen Fairfield of Belcher Town in the County of Hampshire yeoman App^t vs Phineas Hannum of said Belcher Town yeoman App^{lee} from the Judgment of Moses Bliss Esq one of his Majesty's Justices of the peace for the County of Hampshire at a Trial before him at Springfield on the twentieth day of May in the Eleventh year of his Majesty's reign when and where the said Stephen was Plt and the said Phineas Deft in a plea of trespass for his the said Phineas taking and carrying away from the Plt one brass kettle of the value of twenty four Shillings and one pewter basin of the

value of Nine Shillings the goods of the Plt, the Parties appeared and the said Phinehas defended the force and Injury &c and pleads and reserving to himself liberty of giving any Special Matter of Justification under the general Issue at this Trial and of waving the plea and pleading any new matter on the trial of the appeal says he is not guilty in manner and form as the d. Stephen has declared against him and thereof puts himself on the Judgment of said Justice for Trial and the Plt likewise does the same and thereupon the said Parties being fully heard with their several and respective proofs and allegations and after mature deliberations thereupon had Judgment was given that the said Phinehas was not guilty of the said Trefpass, and that the said Phinehas should recover his costs from which Judgment the said Stephen appealed to this Court &c the Parties appear and are at Issue on their former pleas thereupon the Jurors according to the force form and effect of the Statutes in this case made and provided at this time returned and impanelled, being demanded likewise come who to say the truths concerning the premises being duly sworn declare upon their oath that the said Phinehas the Appellee is guilty in manner and form alleged and Assess the ^{of d. Stephen} damages to twenty four Shillings. Therefore it is considered by the Court that the said Stephen do recover against the said Phinehas twenty four Shillings lawful money damages and cost of suit tax'd at Twentysix pounds four Shillings and nine pence and thereof he may have Ex

Ex is. 27th Septemb^r. 1771 —

George Pyncheon of Springfield in the County of Hampd^r shire Gent^r Plt vs Stephen Ward yeoman and John Williston yeoman both of said Springfield Deft^r in a plea of the case for that said Stephen and John at said Springfield on the fourteenth day of Novemb^r. 1769 by their Note of that date for value reciev^d. promised said George to pay him or order four pounds and Eleven pence within three months from the date of said Note with Interest till paid Yet said Stephen and John neither of them have ever paid the same to the damage of the said George six pounds, the Plt appears by John Worthington Esq^r his Att^r. and the said Stephen and John the three times publicly call'd to come into Court do not come therefore it is considered by the Court that the said George do recover against the said Stephen and John three pounds and Eleven pence lawful money damages and cost of suit tax'd at one pound ten Shillings and two pence and thereof he may have Ex — Ex is. 27th Septemb^r. 1771 —

Pyncheon
vs
Ward &c
N^o 122

Synchon
vs
Duway &c
N^o 123

George Synchon of Springfield in the County of Hamp-
shire Gent. Plt vs Moses Duway Gent. Moses Duway jun^r
yeoman and John Ingersol Esq^r all of Westfield in said
County Def^t in a Plea that the said Def^t render to
to him twenty seven pounds three Shillings and ten
pence which to him they owe and from him unjustly
detain and whereon said George says that at the Inferiour
Court of Common pleas holden at Springfield within &
for the County of Hampshire on the last Tuesday of August
in the sixth year of his Majestys Reign by the judgement
of the same Court he recovered against S. Def^t twenty
five pounds nine Shillings for his damages by him
sustained by reason of their not performing to him their
promise before that time made him and thirty four
Shillings and ten pence for Costs &c whereof they are
convict as by the Record thereof in S. Court remaining
is manifest and appears, which Judgment yet remains
in its full force not satisfied nor reversed and altho
the said George hath sued out several (viz six) Writs of
Execution on S. Judgment yet the said Sums have never
been levied thereby and the Return day of the last of
S. Writ is long since past whereby Actions accrued to
the said George to demand and have of the said Def^t
the Sums aforesaid in form aforesaid recovered yet they
tho often requested have never paid the same or any part
thereof to the damage of the said George thirty pounds.
the Plt appears by John Worthington Esq. his Att^r and
the S. Def^t the three times publicly called to come into
Court do not come but make default of appearance
here therefore it is considered by the Court that the
said George do recover against the said Moses Duway
jun^r and John Ingersol twenty four pounds
four Shillings and seven pence Debt and Damages
and Cost of Suit taxed at one pound thirteen Shil-
lings and four pence and thereof he may have his Ex-

Idem
vs
Esq
N^o 124

George Synchon of Springfield in the County of Hamp-
shire Gent. Plt vs Joel Esq of S. Springfield yeoman
Def^t in a plea of the last for that said Joel at said
Springfield on the thirtieth day of July 1771 by his
note of that date for value reciv^d promised said George
to pay him or Order Nine pounds twelve Shillings
and five pence on demand with Interest till paid
yet said Joel hath never paid the same to the damage
of the said George Eleven pounds the Plt appears
by John Worthington Esq his Att^r and the said Joel

Took the three times publicly call'd makes default of
 appearance here therefore it is considered by the Court
 that the said George do recover against the said Joel
 nine pounds thirteen shillings and five pence lawful
 money damages and cost of suit tax'd at one pound
 eight shillings and eight pence and thereof he may
 have his executions. Ex is: 27th Septemb. 1771

George Pyncheon of Springfield in the County of
 Hampshire Gent. Plt vs David Smith jr of Springfield
 aforesaid yeoman Deft. in a plea of the Case for that
 said David at said Springfield on the thirteenth day
 of August 1770 by his Note of that date for value
 received promised the said George to pay him or his
 Order nine pounds three shillings and ten pence
 on demand with Interest till paid yet the said
 David hath never paid the same to the damage of
 the said George twelve pounds. the Plt appears by John
 Worthington Esq his Att. and the said David the three
 times publicly call'd to come into Court doth not
 appear therefore it is considered by the Court
 that the said George do recover against the said David
 nine pounds fifteen shillings and ten pence
 lawful money damages and cost of suit tax'd at one
 pound eight shillings and four pence and thereof
 he may have his Ex. Ex is: 27th Septemb. 1771

John Amosden of Dursfield in the County of Hampshire
 yeoman Plt vs Richard Phillipps and Asa Bacon ^{both} of
 Ashfield in said County yeomen Defts in a plea of the
 Case for that the said Richard and Asa at Springfield
 in said County of Hampshire on the tenth day of
 January 1769 by their Note of that date for value
 received promised ~~promise~~ the said John to pay him twenty
 pounds to be paid in good wheat to be delivered at Isaac
 Channey's Dwelling House in Ashfield at or before the
 tenth day of January 1771 with Interest till paid
 yet the said Richard ~~and~~ and Asa nor either of them
 have ever paid the Contents of said Note, to the damage
 of the said John twenty five pounds. the Plt appears
 by Samuel Field Gent. his Att. and the said Richard
 and Asa the three times publicly call'd to come into
 Court do not come but make default of appearance
 here therefore it is considered by the Court that
 the said John do recover against the said Richard
 and Asa twenty one pounds twelve shillings and seven
 pence two farthings lawful money damages and cost of
 suit tax'd at two pounds seven shillings and two pence
 and thereof he may have his Ex. Ex is: 19th Nov. 1771

Field
vs
Shurwin
N^o 127

David Field of Dursfield in the County of Hampshire
Gent. Plt vs Jacob Shurwin of Ashfield in D. County
Clerk Deft. in a plea of the case for that the said Jacob
at Springfield in D. County on the twenty eighth day
of Decemb^r 1770 by his note of that date for value
reciev^d promised the said David to pay him sixteen
pounds seven shillings and six pence two farthings
on demand with Interest untill paid yet said Jacob
hath not paid the same to the damage of the said
David twenty two pounds. the Plt appears by Samuel
Field Gent. his Att^y and the said Jacob the three times
publicly call^d makes default of appearance here
therefore it is considered by the Court that the said
David do recover against the said Jacob sixteen pounds
and seven pence lawful money damages and cost
of suit tax^d at two pounds six shillings and seven
pence and thereof he may have his Ex — Ex is^d 22^d July 1772

Idem
vs
Belding
N^o 128

David Field of Dursfield in the County of Hampshire
Gent Plt vs John Belding of Ashfield in said County
yeoman Deft. in a plea of the case for that said
John at Springfield in said County on the eighteenth
day of January 1771 by his note of that date for
value reciev^d promised the said David to pay him nine
pounds nine shillings and two farthings on demand
with Interest till paid. yet the said John hath not
paid the same to the damage of the said David twelve
pounds. the Plt appears by Samuel Field Gent his Att^y
and the said John the three times publicly call^d
makes default of appearance here therefore it is con-
sidered by the Court that the said David do recover
against the said John nine pounds fifteen shillings
and seven pence three farthings lawful money da-
mages and cost of suit tax^d at two pounds six
shillings and seven pence and thereof he may have
his Ex — Ex is^d 22^d July 1772

Idem
vs
Gilles
N^o 129

David Field of Dursfield in the County of Hamp-
shire Gent Plt vs Thomas Gilles of Bernardton
in said County yeoman Deft. in a plea of the case
for that said Thomas at D. Dursfield on the sixth
day of April 1764 by his note of that date for
value reciev^d promised the said David to pay him
two pounds sixteen shillings and seven pence
one farthing on demand with use till paid yet
said Thomas hath never paid the same to the damage
of the said David five pounds. the Plt appears by

by Samuel Child Gent his Att^y and the said Thomas the three times publicly called makes default of appearance here therefore it is considered by the Court that the said David do recover against the said Thomas two pounds eighteen Shillings and five pence two farthings lawful money damages and cost of suit taxed at two pounds seven Shillings and eleven pence and thereof he may have his Ex-Ex is? 17th September 1771

Seth Field of Northfield in the County of Hampshire Esq. Plt vs Moses Heaton of Churchemont in said County Physician Deft. in a plea of the case for that the said Moses at Springfield in S. County on the third day of November 1769 by his note of that date for value received promised the said Seth to pay him four pounds seven Shillings and eleven pence lawful Money on demand with Interest till paid yet said Moses hath never paid the same to the damage of the said Seth six pounds the Plt appears by Samuel Child Gent. his Att^y and the said Moses the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Seth do recover against the said Moses four pounds nine ten Shillings and four pence lawful Money damages and cost of suit taxed at two pounds eleven Shillings and thereof he may have his Ex-Ex is? 11th March 1772

Phinehas Bartlett of Ashfield in the County of Hampshire Physician Plt vs Joel Kellogg of Hadley in said County yeoman Deft. in a plea of the case for that the said Joel at Springfield in S. County on the fourth day of January 1771 by his note of that date for value received promised the said Phinehas to pay him six pounds and five pence on demand with Interest till paid yet the said Joel hath never paid the same to the damage of the said Phinehas eight pounds, the Plt appears by Samuel Child Gent his Att^y and the said Joel the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Phinehas do recover against the said Joel four pounds sixteen Shillings and one penny farthing lawful Money damages and cost of suit taxed at two pounds five Shillings and two pence and thereof he may have his Ex-Ex is? Jan^y 6th 1772 —

Esar Atherton of Grounfield in the County of Hamp- shire yeoman Plt vs David Ballard of Montague in said County yeoman Deft in a plea of the case for that said David at Springfield in S. County on the sixteenth day of January 1771 by his Note of that date for value received promised the said Esar to pay

Altherton
vs
Ballard
No 132
pay him the value of three pounds six shillings and eight pence lawful Money one half to be paid in money on the sixteenth day of May next the other half to be paid in salt yet the said David hath never paid the same to the damage of the said Ebar four pounds the Plt. appears by Samuel Barnard Gent. his Att. and the said David tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Ebar do recover against the said David two pounds seven shillings and six pence lawful Money damages and cost of suit taxed at two pounds seven shillings and four pence and thereof he may have his Execution.

Bartlet
vs
Mariman
No 133
Adoniram Bartlet of Conway in the County of Hampshire yeoman Plt vs Abel Mariman of Conway in said County yeoman Def. in a plea of the case for that the said Abel at Springfield in D. County on the seventeenth day of May 1768 by his Note of that date for value received promised the said Adoniram to pay him thirty seven shillings lawful Money on demand with Interest till paid. Also for that the said Abel on the same day at said Springfield by his other Note of that date for value received promised the said Adoniram to pay him one other sum of thirty seven shillings lawful Money on demand with Interest till paid. Also for that the said Abel at said Springfield on the same seventeenth day of May by his other Note of that date for value received promised the said Adoniram to pay him the other sum of thirty five shillings lawful Money on demand with Interest till paid yet the said Abel hath never paid either of the aforesaid sums to the damage of the said Adoniram eight pounds. — the Plt appears by Samuel Barnard Gent. his Att. and the said Abel tho three times publicly called doth not come into Court therefore it is considered by the Court that the said Adoniram do recover against the said Abel five pounds ten shillings and nine pence lawful money damages and cost of suit taxed at two pounds seven shillings and thereof he may have his Execution — Ex- is. 5th November 1771

Curtis
vs
Phillips
No 134
Samuel Curtis of Wetherfield in the County of Hartford and Colony of Connecticut yeoman Plt vs Richard Phillips of Wethersfield in the County of Hampshire yeoman Def. in a plea of the case for that said Richard at Springfield in D. County of Hampshire on the eighth day of December A 1768 by his Note of that date for value received promised the said Samuel to pay him two pounds eight shillings lawful Money on or before the first day of June then next with Interest till paid yet the said Richard hath never paid the same to the damage of the said Samuel four pounds. —

the Plt appears by Samuel Barnard Gent his att^r and the said Rich and the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Rich two pounds fifteen Shillings and nine pence lawful Money damages and Cost of Suit taxed at two pounds four Shillings and eight pence and thereof he may have his Execution Ex is: 27th Septemb^r 1771

Nathaniel Dickinson of Dursfield in the County of Hampshire shire yeoman Plt vs Abel Maximian of Conway in s^c County yeoman Deft. in a plea of the case for that the said Abel at Springfield in s^c County on the thirty first day of July 1770 by his Note of that date for value received promised said Nathaniel to pay him three pounds fourteen Shillings and eight pence therefor things lawful Money on demand with Interest till paid yet said Abel hath never paid the same to the damage of the said Nathaniel six pounds the Plt appears by Samuel Barnard Gent^r his att^r and the said Abel the three times publickly called doth not appear therefore it is considered by the Court that the said Nathaniel do recover against the said Abel three pounds fifteen Shillings and one penny lawful Money damages and Cost of Suit taxed at two pounds five Shillings and six pence and thereof he may have his Execution. Ex is: 25th September 1771

Dickinson vs. Maximian N^o 135

Samuel Dickinson of Dursfield in the County of Hampshire shire yeoman Plt vs Nathaniel Field of Conway in said County yeoman Deft. in a plea of the case for that the said Nathaniel at Springfield in s^c County on the sixteenth day of May 1771 by his Note of that date for value received promised the said Samuel to pay him ten pounds thirteen Shillings and four pence lawful Money within thirty days from the date of said Note with Interest from the time of payment till paid. Yet said Nathaniel hath not paid the same to the damage of the said Samuel fifteen pounds the Plt appears by Samuel Barnard Gent his att^r and the said Nathaniel the three times publickly called makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Nathaniel ten pounds sixteen Shillings lawful money damages and Cost of Suit taxed at two pounds five Shillings and six pence and thereof he may have his Execution Ex is: 5th Novemb^r 1771

Dickinson vs. Field N^o 136

Elijah Wells of Conway in the County of Hampshire yeoman Plt vs Aaron How of Conway aforesaid yeoman Deft in a plea of the case for that the said Aaron at Springfield in said County on the twentieth day of August 1771 by his Note of that date for value received promised the said Elijah to pay him fifteen pounds fifteen Shillings lawful Money on demand with

Wells vs. How N^o 137

Wells
vs
How
N^o 137

with Interest till paid yet the said Aaron hath never paid the same to the damage of the said Elijahs twenty pounds. the Plt appears by Samuel Barnard Gent his att^r and the said Aaron the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Elijahs do move against the said Aaron fifteen pounds sixteen Shillings and one penny lawful Money damages and Costs of Suit taxed at two pounds six Shillings and ten pence and thereof he may have his Execution. Ca. is. 9th September 1771

Idem
vs
Gundens
N^o 138

Elijah Wells of Conway in the County of Hampshire yeoman Plt vs Aaron How of S. Conway yeoman Def^t. in a plea of the case for that whereas at Springfield on the third day of January 1771 one Samuel Burchins made his certain Note in Writing of that date and the same Note to the said Aaron delivered by which Note said Samuel promised said Aaron to pay him or his Order five pounds lawful Money by the first day of May then next with Interest till paid for value received and afterwards viz on the same third day of January at S. Springfield the said Aaron by his Indorsement assigned the Note to the said Elijahs and ordered the said Samuel to pay the contents of said Note to said Elijahs according to the tenor thereof and the Plt in fact says that after the Assignment aforesaid and after the said first day of May viz on the tenth day of May afores. at S. Springfield he showed the Note and Indorsement afores. thereon made to the said Samuel and there and there required the said Samuel to pay the contents thereof but the said Samuel refused to pay the same whereof the Plt afterwards viz on the Eleventh day of May at said Springfield gave notice to said Aaron and by reason of the nonpayment the S. Aaron became and was liable and is liable to pay the said Elijahs the contents of S. Note as above specified and so being liable the said Aaron in Consideration thereof assumed on himself and to the Plt faithfully promised to pay the same whenever afterwards he should be thereto required and also for that whereas the said Aaron afterwards viz on the same Eleventh day of May was indebted to said Elijahs in other five pounds of lawful Money for so much money before that time had and received by him the said Aaron to the use of the said Elijahs and being so thereof indebted the said Aaron in Consideration thereof did afterwards on the same day at Springfield afores. assume on himself and to the said Elijahs then and there faithfully promised that he the said Aaron would well and faithfully pay the last mentioned five pounds unto the said Elijahs when he should be thereto afterward required yet the said Aaron hath never fulfilled his promises aforesaid or either of them to the damage of the said

said Elijah ten pounds. the Plt. appears by Samuel
Barnard Gent his Att. and the said Aaron the three
times publicly called makes default of appearance here
therefore it is considered by the Court that the said Eli-
jah do recover against the said Aaron five pounds
four Shillings lawful money damages and Cost
of Suit taxed at One pound five Shillings and ten
pence and thereof he may have Ex- Ex is: 10th Decemb. 1771.

Bilad Fowler of Westfield in the County of Hampshire
yeoman Plt vs Jonathan Younglove yeoman and John Church
yeoman both of Great Barrington in the County of Berks-
shire Def. Whereas the said Bilad by the Consideration
of the Judges of the Inferiour Court of Common pleas
holders at Springfield within and for the said County of
Hampshire on the last Tuesday of August in the tenth
year of his Majesty's Priger Doyd recovered Judgment
against Elisha Eld late of Exmouth in said County of
Berksshire yeoman for Eight pounds Eight Shillings and
four pence three farthings lawful Money damages and One
pound Nineteen Shillings and eight pence Costs of Suit
and the said Elisha hath avoided and still doth surer him-
self in parts to the Plt unknown, and the Execution issued
on said Judgment is returned non est Inventus. and whereas
Jonathan younglove and John Church aforesaid, were Bail
and Surety not only for the said Elisha's appearance, but
also for his abiding and performing the Judgment aforesaid.
therefore that Justice may be done, the said Jonathan and
John were Summoned to appear before this Court to
show Cause why the said Bilad ought not to have his
Execution against them for the damages and Costs aforesaid.
the said Bilad the three times publicly called is Nonsuit,
and the said Def. appear by Moses Bliss Esq. their Att.
and pray that they may be allowed their Costs, therefore
it is Considered by the Court that the said Jonathan
and John do recover Costs of Suit taxed at One pound
sixteen Shillings and two pence and thereof they may
have their Ex- Ex is: 27th Septemb. 1771

Fowler
vs
Younglove &
Church
N^o 139

Oliver Manchet of Suffield in the County of Hampshire
yeoman Plt vs Joshua Austin of Southwiche in said
County yeoman Def. in a plea of the case for that said
said Joshua at said Suffield on the twentieth day of April
1768 by his Note of that date for value received promising
the said Oliver to pay him thirty seven pounds thirteen
Shillings and four pence lawful money at or before the
twentieth day of April 1771 with Interest till paid -
yet the said Joshua hath not paid the same to the de-
mage of the said Oliver fifty pounds. the Parties appear
and humbly move for a continuance of this Action, therefore
it is Considered by the Court that the said parties have a day
before the Lord the thing here untill the second Tuesday of
November next following i. e. last Tuesday of August aforesaid.

Manchet
vs
Austin
N^o 140

Carlwright
vs
Martindale
N^o 141

Christopher Carlwright of Sharon in the County of
Litchfield and Colony of Connecticut yeoman Plt vs
Gershom Martindale of Seneca in the County of Mer-
shire yeoman Def. in a plea that the said Gershom
owes to the said Christopher Eleven pounds sixteen
Shillings and six pence halfpenny which to him he
owes and from him unjustly detains and whereon the
said Christopher says that at an Inferiour Court of
Common pleas holden at Northampton within and
for the County of Hampshire on the second Tuesday of
Feby in the tenth year of his Majesty's reign by
the judgment of ~~the same~~ ^{the same} Court he recovered against the
said Gershom Eight pounds nineteen Shillings and six
pence halfpenny damages and two pounds twenty
Shillings for his costs, whereof the said Gershom is con-
vict as by the record thereof in S. Court there remain-
ing is fully manifest and appears, which Judgment yet
remains in its full force and effect not satisfied nor ex-
ecution thereon, yet the Sums as aforesaid recovered
were never levied thereby, nor any part thereof but the
said Sums are wholly unpaid and the Return day thereof
is long since past, whereby Action accrues to the said Christo-
pher at said Springfield to demand and have of the said
gershom the said Eleven pounds sixteen Shillings and six
pence halfpenny, nevertheless the said Gershom neglects to
pay the same to the damage of the said Christopher three-
teen pounds the Plt appears by Justice Ely Gent. his Att^r
and the said Gershom the three times publicly called makes
default of appearance wherefore it is considered by the
Court that the said Christopher do recover against the
said Gershom twelve pounds Eighteen Shillings and six
pence two farthings lawful Money Debt and Damages
and Cost of Suit taxed at two pounds Eighteen Shillings
and Eleven pence and thereof he may have his Ex-
ecution is. 23. September 1771

Cooley
vs
Foster
N^o 142

Roger Cooley of Springfield in the County of Hamp-
shire yeoman Plt vs Joseph Foster of Mabel in the
County of Berkshire yeoman Def. in a plea of the
case for that said Joseph at said Springfield on the first
day of February 1771 by his Note of that date for
value received promised the said Roger to pay him two
pounds Eleven Shillings on demand yet said Joseph
hath never paid the same to the damage of the said
Roger three pounds the Plt. appears by Justice Ely
Gent his Att^r and the said Joseph the three times pub-
licly called to come into Court doth not appear there-
fore it is considered by the Court that that the said
Roger do recover against the said Joseph two pounds Eleven
Shillings lawful Money Damages and Cost of Suit taxed
at one pound fifteen Shillings and ten pence and thereof
he may have his Ex-
Ex is. 26th September 1771.

Benjamin Stibbins jun^r of Springfield in the County of Hampshire yeoman Plt vs Joseph Foster of Bute Vin^{ce} in the County of Berkshire yeoman Def^t. in a plea of the case for that said Joseph at said Springfield on the first day of February 1771 by his Note of that date for value received promised the said Benjamin to pay him two pounds fourteen Shillings on demand with Interest till paid. Yet said Joseph hath never paid the same to the damage of the said Benjamin four pounds. the Plt- appears by Juslin & by Gent his att^y and the said Joseph the three times publicly called to come into Court doth not come, therefore it is considered by the Court that the said Benjamin do recover against the said Joseph two pounds four Shillings and eight pence two farthings lawful money damages and cost of suit taxed at one pound fifteen Shillings and one penny and thereof he may have his Ex^{ce} Ex is^d. 25th Septemb^r 1771.

Bilead Fowler of Wistfield in the County of Hampshire yeoman Plt vs Elijah Williams Esq^r late of Stockbridge in the County of Berkshire and Sheriff of the same County. Def^t. in a plea of Trespass on the case for that whereas in the said Bilead at the Inferiour Court of Common pleas holden at Springfield within and for the said County of Hampshire on the last Tuesday of August 1770 in the tenth year of the reign of the Lord the King by the Judgment of s^d Court recovered against one Elisha Allen of Egremont in the County of Berkshire yeoman four pounds twelve Shillings and two pence one farthing lawful Money damages and one pound nineteen Shillings and eight pence for costs as by Record thereof manifestly appeared and afterwards in the said Bilead on the twentieth day of September 1770 said out the Writ of Execution in due form of Law upon the Judgment afores^d directed to the Sheriff of the County of Berkshire his under Sheriff or Deputy and returnable into said Court upon the second Tuesday of Novemb^r then next which s^d Execution he the said Bilead afterwards to wit on said twentieth day of Septemb^r at Great Barringtons delivered to one Josiah Smith then and long afterwards a Deputy under the said Elijah Williams then and ever since Sheriff of said County of Berkshire to be executed served and returned according to law. nevertheless he the said Josiah Smith not regarding the duty of his Office but contriving to defraud the said Bilead, never levied and satisfied unto the said Bilead the aforesaid summs with one Shilling and pence more for s^d Writ of Ex^{ce} - as he was thereby commanded neither hath he the said Josiah or the said Elijah ever any way executed or returned s^d Writ of Execution, by means whereof he the said Bilead hath wholly lost the benefit of his said Judgment and the said Bilead says that as yet the said Judgment remains in its full force not reversed or any ways satisfied and that he the said Elijah is liable

Fowler
vs
Williams
N^o 1441

liable and answerable in Law for the Nonfeasance and Negligence aforesaid of the said Josiah his said Deputy. and that the same is to the damage of the said Bilead Nine pounds. the P^lt appears by Custon & by Gent his Att^y and the said Elijah Williams by John Worthington Esq^r comes and defends &c and saith that he never promised the said Bilead Fowler in manner and form as he has declared against him and thereof puts himself on the Country. And the said Bilead saith that he for any thing by the said Elijah in his plea aforesaid alledged ought not to be precluded from having his action aforesaid against him maintained because he saith that the plea aforesaid of the said Elijah above pleaded and the matters therein contained are not a sufficient answer to his declaration and that he is not bound by law to make any answer thereto and this he is ready to verify wherefore for want of a sufficient plea of the said Elijah in this behalf he prays Judgment, that his damage and Costs may be allowed him. and the said Elijah says his plea aforesaid is sufficient and thereof prays Judgment for his Costs, thereupon all and singular the premises being then and by the Court of the Lord the thing now here fully understood for that it appears to the said Court that the plea aforesaid of the said Elijah in manner and form by him above pleaded and the matters in the same contained is a Insufficient Answer to the declaration aforesaid of the said Bilead and ought not to preclude the said Bilead from having and maintaining his action aforesaid and because the said Elijah hath not denied in any manner the aforesaid Action and plea of the said Bilead. Therefore it is considered by the Court that the said Bilead do recover against the said Elijah Six pounds Nine pence Shillings lawful money Damages and Cost of Court taxed at two pounds two Shillings and four pence the said Elijah now here by John Worthington Esq^r his Att^y appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizeth with Sureties as the Law directs for the said Elijah prosecuting his said appeal with effect as by the said Recognizance ^{appears} of file.

Bruck
vs
Price
N^o 1445

Robert Bruck of Northampton in the County of Hampshire Gent. and George Bruck of Springfield in s^d. County Gent P^lt. vs Abner Price of Westfield in the County aforesaid yeoman Def^t. in a plea of the Case for that said Abner at said Springfield on five twentieth day of May A 1769 by his Note of that date for value received promised the P^lt. to pay them or order the

the sum of one pound seven shillings on demand with use also for that said Abner at the same time and place by one other Note of the same date for value received promised the Plt^s to pay them or Order the further sum of one pound seven shillings on demand with use till paid also for that the said Abner at the same time and place by one other Note of the same date for value received promised the Plt^s to pay them or Order the sum of one pound eight shillings on demand with use till paid. Yet said Abner hath never paid said sums or either of them to the Plt^s or either of them to the damage of the said Robert and George six pounds. the Plt^s appear by Justin Ely Gent. Their att^y and the said Abner the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Robert and George do recover against the said Abner four pounds thirteen shillings and one penny lawful money damages and cost of suit taxed at one pound seventeen shillings and thereof they may have their Ex ——— Ex is. 23. Septemb^r. 1771. —

Benjamin Day of Springfield in the County of Hamp- shire Gent. Plt. vs Ebenezer King of Murrayfield in s^c. County yeoman Deft. in a plea of the Case for that said Ebenezer at said Springfield on the fourteenth day of August 1769 by his Note of that date for value received promised the Plt to pay him twelve pounds four shillings and eight pence on demand with Interest till paid. Yet said Ebenezer hath never paid the same to the damage of the said Benjamin twelve pounds the Plt appears by Justin Ely Gent. his att^y and the said Ebenezer the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Benjamin do recover against the said Ebenezer eight pounds fifteen shillings and five pence two farthings lawful money damages and cost of suit taxed at one pound twelve shillings and five pence and thereof he may have his Ex ——— Ex is. 23. Septemb^r. 1771. —

Day
vs
King
N^o 16

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Daniel Fowler of s^c. Westfield yeoman Deft. in a plea of the Case for that whereas on the fourth day of September 1769 at said Westfield Concurrence was had between the Plt and the said Daniel of and concerning divers Controversies disputes and demands which the said Bildad and Daniel had before that time had on each other which had been submitted to the final Award and determination of John Massey Gent. John Phelps Gent. and Stephen Fowler yeoman all of said Westfield by a rule of the Inferiour Court in May then last past and in which case the said Referees had their vic on s^c. fourth day of September made a final Award and Award sent and returned the same to s^c. Court then sitting at Springfield in said County of Hampshire in the Hon-

Fowler
vs
Fowler
N^o 17

Fowler
vs
Fowler
N^o 147

Consideration of which case the said Prefers did make
divers mistakes. in favour of the said Daniel and of which
they were then made sensible by the said Bilead and
the said Bilead in fact says that he had then and there
persuaded the said Prefers of their mistakes and then
and there requested the said Prefers to send to the Court
then sitting for August Term at S^t. Springfield for
the report which the said Prefers had before made
and sent to the said Court for their acceptance in
order to alter the same more in favour of the
Bilead, which the major part of said Prefers then and
there agreed to do. and the said Bilead further in fact
says that the said Daniel in order to hinder the said Bilead
from procuring the said Prefers to send for their report
to alter the same as aforesaid did then and there agree
with the said Bilead. that he S^t. Daniel would in a reason-
able time enter into sufficient bonds with the said
Bilead to leave all manner of demands. Controversies
and disputes which subsisted between them to the
final award and determination of Aaron Thiny
yeoman Samuel Noble yeoman and Richard Salla
yeoman all of Westfield aforesaid in which was to
be considered the said Report of the said John Moasly
and others, and the said Bilead says that he did then
and there agree thereto with the said Daniel. and also
in consideration that the said Bilead had then and there
assumed on himself and faithfully promised the said
Daniel to pay him the sum of twenty pounds law-
ful money whenever after wards he should be thereto
requested if he said Bilead should fail of performing all
things necessary to be done by the said Bilead on
his part for the said disputes &c to be finally settled
between the said Bilead and Daniel by the said Aaron
Samuel and Richard, the said Daniel did then and
there assume on himself and faithfully promise the
Pet that he said Daniel would pay to said Bilead -
twenty pounds lawful money whenever after he should
be thereto requested if he should fail of performing all
things on his part necessary to be done, for the S^t.
Disputes &c to be finally settled by the afores^d. Aaron
Samuel and Richard, and the said Bilead says
that he giving heed to the said promises and un-
der takings of S^t. Daniel then and there ^{did} desire S^t.
Moasly Phelps and Fowler the Prefers or the
major part of them not to send to S^t. Court
then sitting at S^t. Springfield. to take back their
Report in order to alter the same in favour of
said Bilead whereby Judgment of Court both for
Debt and Cost was entered up by S^t. Court against the

the said Bilead. and the said Bilead further says that since that time he has procured two good Bonds of Submissions to be drawn by the Honble John Worthington Esq: between said Bilead and Daniel to Submit all Controversies, disputes and demands then Subsisting between the said Bilead and Daniel to the final Award Arbitrament, and determination of said Aaron Samuel and Richard and has presented them to the said Daniel to have him sign and Seal one of said Bonds of Submission for the use of the said Bilead and that he s^d Bilead did in presence of two good sufficient Witnesses sign Seal and properly execute a good and sufficient Bond of Submission as last mentioned to and for the use of the said Daniel and did offer the same to the said Daniel for his Acceptance and has done and performed all things necessary on his part to be done in order to have s^d Disputes &c settled by the said Aaron Samuel and Richard yet said Daniel the requested hath always refused to sign and Seal any bond of Submission as aforesaid to and for the use of the said Bilead in order to bring the s^d Disputes &c to a final determination and the said Bilead further says that said Daniel his promises and undertakings aforesaid not regarding has never done and performed what was necessary on his part to be done in order to bring said Disputes &c to a final Determination as afores^d but the often requested utterly neglects and denies to do it and the said Bilead says that the said Daniel hath since sued out the Writ of Execution against him on the Judgment of s^d Court on the Report of s^d Maasly Phelps and Fowler and that he the said Bilead has been obliged to pay large Sums of money in order to satisfy the same, yet said Daniel the often thereto requested hath never paid the said twenty pounds nor any money thereof nor any way fulfilled his said promise to the Plt. but hath broken his Agreement as aforesaid with the Plt. and thereby put him to great expense and trouble all which is to the damage of the said Bilead Fifty pounds. — the Plt appears by Justin Ely Gent his Att^r and the said Daniel by John Worthington Esq^r his Att^r prays that this Action may be continued reserving to himself the liberty of making such exceptions to the Plt's Writ as he might now make the Plt consenting to s^d Reservation. therefore it is Considered that the said Parties have a further day before the Lord the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid —

Williston
vs
Robinson
(N^o 148)

Thomas Stebbins Williston of Springfield in the County of Hampshire yeoman Plt vs Samuel Robinson of Ware in said County yeoman Deft. in a plea of the Case for that the said Samuel on the thirty first day of July D 1770 by his Note promised to pay one Phineas Merrill or Order three pounds Seven Shillings and two pence lawful Money on demand with Interest till paid and the said Phineas then afterwards on the same day by his Indorsement ordered the Contents (then wholly due) to be paid to the Plt value received of all which the said Samuel then and there had notice and thereby became chargeable to pay the said three pounds Seven Shillings and two pence with Interest to the Plt on demand according to the tenor of said Note and being so chargeable he the said Samuel in Consideration thereof promised the Plt to pay him the same accordingly on demand yet said Samuel hath never paid the same to the damage of the said Thomas Seven pounds, the Plt appears by Jonathan Bliss Esq^r his Att^r and the said Samuel tho three times publicly called makes default of appearance but therefore it is considered by the Court that the said Thomas do recover against the said Samuel three pounds Eleven Shillings and Six pence lawful money damages and Cost of Suit taxed at One pound thirteen Shillings and four pence and thereof - Ex is^d. 10th September 1771 —

Bliss Adm^r
vs
Terry
(N^o 149)

Luke Bliss of Springfield in the County of Hampshire Gent. Administrator of the Estate of Luke Bliss late of S^d Springfield Gent. deceased Intestate, Plt vs Ebenezer Terry of Enfield in S^d County of Hampshire Physician Deft. in a plea of the Case for that the said Ebenezer on the twenty eighth day of March D 1747 at S^d Springfield by his Note for value received promised said Luke then living to pay him Twenty pounds old Tenor equal to two pounds thirteen Shillings and four pence lawful money on demand. yet said Ebenezer has never paid the same. Also for that the said Ebenezer there viz at Springfield afterwards on the first day of September D 1761 being indebted to the said Luke deceased, then living in a further sum of twelve pounds five Shillings and four pence lawful money for Board, victuals, lodging &c then before that time found and provided by the same Luke for the said Ebenezer at his special Instance & request he the said Ebenezer then and there in Consideration thereof promised said Luke then living to pay him the same on demand. Also for that the said Ebenezer there afterwards on the same day being indebted to the same Luke then living in one other sum of fifteen pounds lawful money for sundry Articles of such

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account and sundry goods wares &c there before that time
sold and delivered to said Ebenezer at his special Instance
and request and for money paid for said Ebenezer & goods
yes all done at his request in the said Ebenezer in Con-
sideration thereof then and there promised the same Luke
then living to pay him the same Sum on demand.
And also for that the said Ebenezer there afterwards on the
same day being indebted to the same Luke then living
in a further Sum of twelve pounds lawful ^{for so much money} money of
the same Luke there before that time had and received
by the said Ebenezer to the use of the said Luke he
the said Ebenezer then and there in Consideration thereof
promised the same Luke then living to pay him the
same on demand. Also for that the same Ebenezer there
afterwards on the same day being Indebted to the same
Luke then living in another Sum of thirty pounds
lawful - for sundry other articles of Book account in
balance of all Accounts in the said Ebenezer in Con-
sideration thereof then and there promised the same
Luke then living to pay him the same Sum on de-
mand Yet the said Ebenezer the often requested never
paid the several Sums aforesaid nor either of them to the
same Luke in his life time nor to the said Luke Admi-
nistrator as aforesaid since the death of the s^d Luke s^d Intestate.
Also for that the said Ebenezer there afterwards on the same
day in Consideration that the same Luke the Intestate
had there before that time in his life time at the special
Instance and request of the said Ebenezer found and pro-
vided for the said Ebenezer other meat Drink washing &
Lodging in the said Ebenezer then and there in Consideration
thereof promised the same Luke then living to pay him
so much money as he therefor reasonably deserved to have
and the Plt in fact says that the said Luke demand in
his life time then and there reasonably deserved therefor
to have another Sum of fifteen pounds of all which
the said Ebenezer there afterwards on the same day had
notice. Yet the said Ebenezer hath not paid the same
either to the same Luke in his life time nor to the Plt.
since the death of the said Luke the Intestate but neglects
it to the damage of the said Luke Administrator as aforesaid.
thirty pounds, the Plt by Jonathan Bliss Esq^r his Att^r
and the said Ebenezer by John Worthington Esq^r his
Att^r now come here and refer this case to the final
determination and Award of Mess^{rs} Nathaniel Brewer of
Springfield Isaac Thibbe of Enfield and John Morgan of S.
Springfield j^{rs} or any two of them (Arbitrators Indifferently
elected and named by the said Parties) to be made upon the pre-
mises and returned into this Court so soon as may be.
and the said Parties accordingly have a day before the Lord the
thing here untill the second Tuesday of November next
following said last Tuesday of August aforesaid.

Chaffee
 vs
 Seaward
 N^o 150

Hurehiah Chaffee of Windsor in the County of Hartford and
 Colony of Connecticut Physician Plt vs Ebenezer Sea-
 ward of Blanford in the County of Hampshire yeo-
 man Deft. in a plea of the case for that the said Ebenezer
 at Springfield in said County of Hampshire on the eight
 day of January 1771 by his Note for value receiv^d pro-
 mised said Hurehiah to pay him five pounds two shil-
 lings lawful money on demand with Interest till paid
 yet the said Ebenezer hath not paid the same to the damage
 of the said Hurehiah nine pounds the Plt appears by Jona-
 than Bliss Esq^r his Att^r and the said Ebenezer the three
 times publicly called to come into Court hath not appear
 therefore it is considered by the Court that the said
 Hurehiah do recover against the said Ebenezer five
 pounds five shillings and ten pence lawful money da-
 mages and costs of Suit taxed at one pound seventeen
 shillings and ten pence and thereof Ex is: 18th Sept^r 1771

Dwight
 vs
 Day
 N^o 151

Jonathan Dwight of Springfield in the County of Hamp-
 shire Shopkeeper Plt vs David Day of Springfield afores^d
 yeoman Deft. in a plea of the case for that the said
 David at Springfield aforesaid on the twelfth day of Au-
 gust 1770 by his Note for value receiv^d promised the
 said Jonathan to pay him or order four pounds five shil-
 lings and seven pence one farthing lawful money on
 demand with Interest till paid. Yet the said David hath
 not paid the same to the damage of the said Jonathan
 nine pounds the Plt appears by Jonathan Bliss Esq^r his
 Att^r and the said David the three times publicly call^d
 makes default of appearance here therefore it is consi-
 dered by the Court that the said Jonathan do recover
 against the said David four pounds sixteen shillings
 and one penny farthing lawful money damages &
 cost of Suit taxed at one pound nine shillings and
 ten pence and thereof he may have his Ex Ex is: 10th Sept^r 1771

Miller
 vs
 Carrier
 N^o 152

Joseph Miller of Springfield in the County of Hampshire
 yeoman Plt vs Benjamin Carrier of Belchertown in s^d
 County yeoman Deft in a plea of the case for that the s^d
 Benjamin at s^d Springfield on the thirty first day of May
 1770 by his Note for value receiv^d promised the said
 Joseph to pay him four pounds and six pence lawful
 money on demand with Interest till paid yet the said
 Benjamin hath never paid the same to the damage of
 the said Joseph nine pounds the Plt appears by Jonathan
 Bliss Esq^r his Att^r and the said Benjamin the three
 times publicly called on makes default of appearance here
 therefore it is considered by the Court that the said Joseph
 do recover against the said Benjamin four pounds 6/7 law-
 ful money damages and cost of Suit taxed at one pound fourteen
 shillings and ten pence and thereof Ex is: 18th Nov^r 1771

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John Stearns of Wilbraham in the County of Hamp-
shire physician Plt vs Joseph Sikes late of sd Wilbra-
ham yeoman Def. in a plea of the case for that the
said Joseph at sd Wilbraham on the eighth day of April
A 1771 by his Note for value received promised the said
John to pay him seven pounds eight Shillings and
seven pence lawful Money on demand with Interest
till paid yet said Joseph hath not paid the same to
the damage of the said John Nine pounds.
the Plt appears by Jonathan Bliss Esq: his att: and the
said Joseph the three times publicly called to come into
Court doth not appear therefore it is considered by the
Court that the said John do recover against the said Joseph
seven pounds twelve Shillings and one penny lawful
money damages and cost of Suit taxed at One pound thir-
teen Shillings and thereof he may have Ex- Ex is. 10th Oct. 1771

Margaret Ashley of Westfield in the County of Hamp-
shire widow and Executrix of the last will and Testament
of Israel Ashley late of said Westfield Esq: deceased Plt vs
Bilad Fowler of Westfield aforesaid yeoman Def. in a plea
that the said Bilad tender to her forty pounds lawful mo-
ney which he unjustly detains from her for this to wit
that whereas the said Bilad on the twenty ninth day
of May A 1752 at Westfield aforesaid by his Writing
obligatory sealed with his Seal and in Court to be
produced the date whereof is on the same day and year
acknowledged himself to be held and firmly bound to the
said Israel in his life time in the said forty pounds lawful
money to be paid to the said Israel when he should be thereto
afterwards required. Yet the said Bilad the often requested
the said forty pounds to the said Israel in his life time
or to the said Margaret after the death of the said Israel
hath not yet paid, to the damage of the said Margaret
Executrix as aforesaid forty pounds. the Parties appear
and humbly move that this Action may be continued
therefore it is considered that the said Parties have a day
before the Lord the thing here untill the second Tuesday
of November next following said last Tuesday of August aforesaid.

George Pyncheon of Springfield in the County of Hamp-
shire Gent. Plt vs David Day of sd Springfield yeoman Def.
in a plea of the case for that the said David at sd Springfield
on the twenty sixth day of August A 1767 by his Note for
value received promised said George to pay him two pounds
7/10 lawful Money on demand with Interest till paid.
Yet said David hath not paid the same to the damage of
the said George seven pounds the Plt appears by Jonathan
Bliss Esq: his att: and the said David the three times
publicly called makes default of appearance here there-
fore it is considered by the Court that the said George
do recover against the said David two pounds Nineteen Shillings
and three pence one farthing lawful Money damages and cost of
Suit taxed at One pound Nine Shillings and three pence and
thereof he may have his Ex - Ex is. 27th September 1771.

Pynchon
vs
Gotton
N^o 156

George Pynchon of Springfield in the County of Hampsh-
shire Gent. Plt vs Charles Gotton 2^d of Springfield aforesaid
Yeoman Deft. in a plea of the case for that the said
Charles on the thirtieth day of July A 1771 at said Spring-
field being indebted to the said George in the sum of
three pounds six shillings and ten pence lawful money
the ballance of Book Accounts for sundry Goods Wares
and Merchandises there before that time sold and delivered
to the said Charles at his special Instance and request
and the said Charles then and there in consideration
thereof promised the said George to pay him the same on
demand Yet the said Charles tho often requested hath never
paid the same to the damage of the said George seven pounds
the Plt appears by Jonathan Bliss Esq. his Att^y and the said
Charles the three times publicly called makes default of
appearance here therefore it is Considered by the Court that
the said George do recover against the said Charles three
pounds six shillings and ten pence lawful money da-
mages and Cost of Suit taxed at one pound nine shilling
and thereof he may have his Ex - Ex is: 27th Septemb^r 1771

Idem
vs
Mancock
N^o 157

George Pynchon of Springfield in the County of Hampshire
Gent. Plt vs William Mancock of said Springfield Blacksmith
Deft. in a plea of the case for that the said William on the
eleventh day of Novemb^r A 1756 at said Springfield by his
note for value received promised the said George to pay
him or Order one pound six shillings and ten pence
lawful Money on demand with Interest till paid. Yet
the said William hath not paid the same to the damage
of the said George seven pounds the Plt appears by
Jonathan Bliss Esq. his Att^y and the said William the
three times publicly called makes default of appearance
here therefore it is Considered by the Court that the said
George do recover against the said William two pounds
ten shillings and ten pence lawful Money damages
and Cost of Suit taxed at one pound eight shillings
and six pence and thereof he may have his Ex -
Ex is: 27th September 1771

Hunt
vs
Doty
N^o 158

Samuel Hunt of Charlemont in the County of Hampshire
Gent. Plt vs Lurichadai Doty of Hardwick in the Coun-
ty of Worcester Black Smiths Deft. in a plea of the case
for that the said Doty at said Charlemont on the four-
teenth day of July A 1770 by his note for value re-
ceived promised the said Hunt to pay him eight pounds law-
ful money within three Months from the date of said
note Yet said Doty hath not paid the same to the damage
of the said Hunt ten pounds. the Plt appears by Thomas
Strong Esq. his Att^y and the said Doty the three times
publicly called doth not come into Court. therefore it is
Considered by the Court that the said Hunt do recover
against the said Doty eight pounds eight shillings and five
pence lawful Money damages and Cost of Suit taxed at two pounds
8/8 and thereof he may have his Ex - Ex is: 11th Septemb^r 1771

Oliver Partridge of Halesfield in the County of Hampshire Esq. Plaintiff vs William Gray of Pelham in said County yeoman Defendant in a plea of the Case for that said William at said Halesfield on the nineteenth day of July A 1768 by his note for value received promised said Oliver to pay him two pounds three shillings and eight pence lawful money on demand with Interest till paid. Yet said William hath not paid the same to the damage of the said Oliver four pounds. the P'tt appears by Simson Strong Esq. his att. and the said William the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Oliver do recover against the said William three pounds three shillings and eight pence two farthings lawful money damages and Cost of Suit taxed at one pound eighteen shillings and eight pence, and thereof Ex- &c — Ex is? 10th Septemb^r 1771.

Partridge
vs
Gray
N^o 159

Timothy Dwight Esq. and Elisha Alvord yeoman both of Northampton in the County of Hampshire and Daniel Hitchcock late of E. Northampton Gent. Plaintiffs vs Thomas Phillips of Ashfield in said County yeoman Defendant in a plea of the Case for that said Thomas at said Northampton on the thirteenth day of March A 1770 by his Note for value received promised the P'tts to pay them or their Order two pounds fourteen shillings and nine pence within one year from the date of said Note with Interest till paid Yet said Thomas hath not paid the same to the damage of the said Timothy Elisha and Daniel, five pounds. the P'tts appear by Simson Strong Esq. their att. and the said Thomas the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said P'tts do recover against the said Thomas two pounds nineteen shillings and five pence two farthings lawful money damages and Cost of Suit taxed at two pounds one shilling and ten pence, and thereof they may have their Ex &c — Ex is? 18th Novemb^r 1771.

Dwight et al
vs
Phillips
N^o 160

Aaron Mathis late of Amherst in the County of Hampshire Plaintiff vs Joseph Safford of Hardwick in the County of Worcester yeoman Defendant in a plea of the Case for that said Joseph at said Amherst on the ninth day of Decemb^r A 1769 by his Note of that date for value received promised said Aaron to pay him or his Order eighteen pounds three shillings and five pence lawful money on demand with Interest till paid Yet the said Joseph hath not paid the same to the damage of the said Aaron twenty four pounds. the P'tt. appears by Simson Strong Esq. his att. and the said Joseph the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Aaron do recover against the said Joseph eighteen pounds nineteen shillings and two pence lawful money damages and Cost of Suit taxed at one pound nineteen shillings and four pence and thereof he may have his Ex- Ex is? 19th Septemb^r 1771.

Mathis
vs
Safford
N^o 161

Timothy Hammond of Hadley in the County of Hampshire Plaintiff vs Daniel Shaw of Ashfield in said County yeoman Defendant in a plea of the Case for that the

Hammond
vs
Shaw
N^o 162

Hammond
vs
Shaw
N^o 162

the said Daniel at said Ashfield on the third day of October
A 1770 by his Note for value received promised said Timothy
to pay him fifteen pounds lawful Money on or before the
first day of June then next. Also for that said Daniel
at said Ashfield on the same third day of said October was
Justly Indebted to the said Timothy in the Sum of
nine pounds lawful Money for so much money by
said Daniel of^d. Timothy then before that time had
and received in Consideration whereof the said Daniel
then and there faithfully promised said Timothy to pay
him the same whenever afterwards he should be thereto re-
quired. Yet said Daniel hath never paid said Sum or either
of them to the damage of the said Timothy twenty eight
pounds. the P^t appears by Simon Strong Esq. and the
said Daniel by Jonathan Ashley Esq. comes here and moves
that this Action may be continued for want of a Material
Witness which he cannot procure. therefore it is considered
by the Court that the said Parties have a further day
before the Lord the thing here untill the second Tuesday
of November next following said last Tuesday of August afores.

Powers
vs
Carpenter
N^o 163

Josiah Powers of Greenwich in the County of Hampshire Gent.
P^t vs Elazar Whaler late of Shutebury in said County
and William Carpenter of the District of South Brimfield
in said County yeoman Def^t: in a plea of the Case for
that said Elazar and William at s^d. Brimfield on the 9th
day of Feb^y A 1753 by their Note of that date for value received
promised the P^t to pay him or Order twenty pounds
lawful Money within one Month after s^d. date with In-
terest till paid yet said Def^t: have never paid the same to
the damage of the P^t forty pounds. the P^t tho three times
publicly called to come into Court doth not come and
is Nonsuit and the said Def^t: move for Costs and it is
considered that they recover Cost of Suit Tax^d at one pound
two Shillings and six pence and thereof they may have
their Ex — Ex is. 24th July 1772

Moody
vs
Collins
N^o 164

Josiah Moody of Amherst in the County of Hampshire
yeoman P^t vs Benjamin Collins of Springfield in s^d.
County yeoman Def^t in a plea of the Case for that
said Benjamin at said Amherst on the Twenty Eighth
day of September A 1770 by his Note for value received —
promised one James Merrick to pay him or his Order
twenty two pounds fourteen Shillings and six pence
lawful Money on demand with Interest till paid, and
afterwards to wit^h on the first day of October A 1771 —
at said Amherst the said James by his Indorsement ordered
the Contents of said Note then wholly due to be paid to
the said Josiah the P^t. for value received. of all which the said
Benjamin then Instantly had Notice, and so became charge-
able in Law to pay the same to said Josiah according to the
same Note and there in Consideration thereof

promised said Jonah to pay him the same accordingly. yet said Benjamin hath never paid the same to the damage of the said Jonah twenty eight pounds. the P^t appears by Simon Strong Esq. his Att. and the said Benjamin the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Jonah do recover against the said Benjamin twenty four pounds one shilling and ten pence lawful money damage and cost of suit taxed at one pound sixteen shillings and thereof he may have Ex — Ex is: 19th May 1772

Arariah Eldon of Ashfield in the County of Hampshire ^{Eldon}
yeoman P^t vs Nath Chilson of Conway in D. — ^{vs}
County yeoman and Benjamin Atwell date of Ben Chilson v
ington in the County of Albany and Province of New ^{NP 165}
yeoman and Joseph Mitchell of Ashfield in D. County of
Hampshire yeoman Deft. in a plea of the case for
that said Nath Benjamin and Joseph at said Ashfield on
the tenth day of January 1771 by their Note of that
date for value received promised said Arariah to pay him
or his Order the value of eight pounds lawful money
in good West India Rum at each price and to deliver
the same to said Arariah at Hadley in D. County of Hamp-
shire by the fifteenth day of May then next and Interest
afterwards untill paid and said Arariah was always ready
at said Place of delivery to receive the same. Yet D. Deft.
never delivered the same to the damage of the said
Arariah twelve pounds the P^t appears by Simon
Strong Esq. his Att. and the said Deft. the three times pub-
licly called make default of appearance here therefore
it is considered by the Court that the said Arariah do
recover against the said Nath Benjamin and Joseph eight
pounds two shillings and nine pence lawful money
damages and cost of suit taxed at two pounds twelve
shillings and two pence and thereof he may have his Ex-
Ex is: 17th September 1771

John Lothrop of Greenwich in the County of Hampshire ^{Lothrop}
yeoman P^t vs Robert Whitecomb of Broomfield in the ^{vs}
County of Worcester yeoman Deft. in a plea of the ^{Whitecomb}
case for that said Robert at said Greenwich on the twenty
seventh day of August 1770 by his Note for value ^{NP 166}
received promised said John to pay him or his Order
thirty eight shillings lawful money on demand with
Interest till paid. Also for that the said Robert at
said Greenwich on the same day and year by his other
note of that date for value received promised said John
to pay him or his Order one pound lawful money on
demand. Also for that said Robert at D. Greenwich on
the same day and year by his other Note of that date
for value received promised said John to pay him or
his Order thirteen shillings on demand with Interest
till paid. Yet said Robert hath never paid said sums or
either of them to the damage of the said John six pounds.

Lothrop
vs
Whitcomb
N^o 166

the Plt appears by Simons Strong Esq. his Att^y and the said Robert the three times publicly called makes default of appearance here therefore it is Considered by the Court that the said John do recover against the said Robert three pounds ten Shillings and two pence two farthings lawful Money damages and Cost of Suit taxed at two pounds three Shillings and eight pence and thereof he may have his Ex-Ex is. 6th Dec^r. 1771

Dwight Esq.
vs
Baker
N^o 167

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt vs Aaron Baker of Pittsfield in the County of Berkshire yeoman Deft. in a plea of the case for that said Aaron at said Northampton on the sixth day of Feby A^d 1765 by his Note of that date for value received promised said Timothy to pay him the sum of two pounds six Shillings and six pence lawful money on demand with Interest untill paid yet said Aaron hath never paid the same to the damage of the said Timothy five pounds the Plt appears by Simons Strong Esq. his Att^y and the said Aaron the three times publicly called makes default of appearance here, therefore it is Considered by the Court that the said Timothy do recover against the said Aaron three pounds four Shillings and ten pence lawful money damages and Cost of Suit taxed at two pounds two Shillings and eight pence and thereof he may have Ex-

Idem
vs
Pomeroy
N^o 168

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt vs Abner Pomeroy of Southampton in said County yeoman Deft. in a plea of the case for that said Abner at said Northampton on the twenty ninth day of November A^d 1764 by his Note for value received promised said Timothy to pay him fifteen Shillings lawful money on demand with Interest till paid - Also for that said Abner at said Northampton on the ninth day of April A^d 1770 by his Note for value received promised said Timothy to pay him two pounds sixteen Shillings and one penny lawful money on demand with Interest till paid yet said Abner hath never paid said sums or either of them to the damage of the said Timothy seven pounds the Plt appears by Simons Strong Esq. his Att^y and the said Abner the three times publicly called to come into Court doth not appear therefore it is Considered by the Court that the said Timothy do recover against the said Abner four pounds one Shilling and nine pence lawful Money damages and Cost of Suit taxed at one pound eighteen Shillings and eight pence and thereof he may have his Ex-

Obadiah Dickinson of Hatfield in the County of Hamp-
shire Gent. Plt vs Joshua Scott of Sunderland in D. County
yeoman Debt in a plea of the Case for that said Joshua at
said Hatfield on the twenty third day of July A 1767 by
his Note of that date for value received promised said
Obadiah to pay him or Order the Sum of three pounds
nine Shillings lawful Money on demand with Interest
untill paid Yet said Joshua hath never paid the same
to the damage of the said Obadiah six pounds, the Plt
appears by Simons Strong Esq. his Att^r and the said Joshua
the three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
Obadiah do recover against the said Joshua four pounds
six Shillings and one penny lawful Money damages and
Cost of Suit taxed at one pound Nineteen Shillings
and four pence and thereof &c - Ex is. 3^d December 1771-

Dickinson
vs
Scott
N^o 169

Obadiah Dickinson of Hatfield in the County of Hamp-
shire Gent. Plt. vs William Gray of Pelham in D. County
yeoman Debt in a plea of the Case for that said ~~Oba-~~
at said Hatfield on the fourth day of August A 1768 by
his Note of that date for value received promised said Ob-
diah to pay him or his Order two pounds twelve Shil-
lings and Six pence lawful Money on demand with
Interest till paid Yet said William hath never paid the
same to the damage of the said Obadiah five pounds
the Plt appears by Simons Strong Esq. his Att^r and the
said William the three times publicly called makes
default of appearance here therefore it is considered
by the Court that the said Obadiah do recover against
the said William three pounds two Shillings and three
pence lawful Money damages and Cost of Suit taxed at
one pound Eighteen Shillings and Eight pence and
thereof he may have his Ex Ex is. 3^d Decemb^r 1771-

Dickinson
vs
Gray
N^o 170

Gideon Henderson of Amherst in the County of Hamp-
shire yeoman Plt vs Theodore Sprague of Williams-
burgh in the County of Berkshire yeoman Debt. in a
plea of the Case for that the said Theodore at said Amherst
on the Eighth day of May A 1770 by his Note of that date
for value received promised said Gideon to pay him six
pounds lawful Money within six Months after the date
of said Note with Interest till paid. Also for that the
said Theodore ^{there} on the same day and year by his other
Note of the same date for value received promised the said
Gideon to pay him nine pounds lawful Money on
or before the Eighth day of May then next with In-
terest till paid Yet said Theodore hath never paid said
sums or either of them to the damage of the said Gideon
twenty pounds. the Plt appears by Simons Strong Esq.
his Att^r and moves for a Continuance of this Action the
Deft. being out of the Province therefore it is considered
that the said Parties have a further day before the Lord
the thing here untill the 2^d Tuesday of Novemb^r next following 3^d last Tuesday of Aug^t 1771.

Henderson
vs
Sprague
N^o 171

Ferguson
vs
Gray &c.
N^o 172

William Ferguson of Pelham in the County of Hamp-
shire yeoman Plt vs. Jonas Gray yeoman and John
Cankrey yeoman both of Pelham aforesaid Defs.
in a plea of the case for that said Jonas and John at
Pelham on the twentieth day of April A 1770 by their
Joint Note of that date for value received promised
said William to pay him or his Order the sum of
thirty pounds lawful Money on or before the first day
of November then next with Interest untill paid. Yet
said Jonas and John nor either of them have ever
paid the same to the damage of the said William
thirty pounds. the Plt appears by Simon Strong Esq.
his att. and the said Jonas and John the three times
publicly called make default of appearance here therefore
it is considered by the Court that the said William do
recover against the said Jonas and John twenty one
pounds four shillings and ten pence lawful money
damages and Cost of Suit taxed at two pounds 2/6 and
thereof he may have his Ex.

Addams
vs
Hubbard
N^o 173

Abner Addams of Shutebury in the County of Hamp-
shire yeoman Plt vs. Joseph Hubbard of Sunderland in
said County Gent Def. in a plea of the Case for that
said Joseph at said Sunderland on the fourth day of Oct.
A 1770 by his Note for value received promised the said Ab-
ner to pay him four pounds fourteen shillings and
six pence lawful Money on or before the first day of
May then next with Interest till paid. Yet said Joseph
hath not paid the same to the damage of the said Abner
six pounds. the Plt appears by Simeon Strong Esq. his
att. and the said Joseph the three times publicly called
makes default of appearance here therefore it is consider-
ed by the Court that the said Abner do recover against
the said Joseph four pounds nineteen shillings and
eight pence two farthings lawful Money Damages and
Cost of Suit taxed at two pounds and two pence and
thereof he may have his Ex.

Tuett
vs
Bellows
N^o 174

David Tuett of Worthington in the County of Hamp-
shire yeoman Plt vs. Jonas Bellows late of said
Worthington yeoman an Absent and Absconing Debtor
and John Watt of Worthington aforesaid yeoman Agent
factor and Attorney of the said Jonas Def.
in a plea of the case wherein the said David declares
that the said Jonas at said Worthington on the fifteenth
day of March A 1770 by his Note of that date for
value received promised said David to pay him seven
pounds ten shillings lawful Money on or before the
fifteenth day of March then next with Interest
untill paid. Also that the said David at said Worthing-
ton on the same day and year sold and delivered to
the said Jonas at his Special Instance and request one

one Iron kettle and one tea kettle in consideration where-
of the said Jonas there afterwards to wit on the same day
and year at Worthington aforesaid. promised said David
to pay him for the said kettles so much ^{money} as they were rea-
sonably worth at the time of the sale and delivery there-
of aforesaid on demand and the said David in fact says
that the said kettles at the time of the sale and delivery
aforesaid were reasonably worth Twentys Shillings
lawful Money of which the said Jonas then and there
had Notice and that the said Jonas the often requested
hath never paid said Sums or Interest or either of them
or any part thereof. and said David further says that since
the making of the promises aforesaid the said Jonas
has become an Absent and Absconding Debtor and has
privately withdrawn himself and absconded without
this Province into parts unknown leaving his Goods
 Chattels Rights and Credits to the value of Twenty
pounds in the hands and Possession of the said John
Watt and that the same in the said John's hands
are still remaining he being the Agent, factor, and
att^y of the said Jonas, the not performing of which
promises is to the damage of the said David fifteen
pounds the Plt appeared by Simon Strong Esq^r his
att^y and it is Considered by the Court that this Action
be continued, and the said Parties accordingly have a
day before the Lord the thing here untill the second
Tuesday of November next following save last Sunday of
August aforesaid.

Nathaniel Hawks of Duxfield in the County of Mamps. (Hawks
shire yeoman Plt vs Seth Wait of Whately in said
County yeoman and Ebenezer Bordwell of D. Duxfield Wait &
yeoman and Lemuel Wells of Whately aforesaid. 8th 175
yeoman Def^t in a plea of Trespass wherein the D.
Nathaniel complains and says that the said Seth
Ebenezer and Lemuel at said Whately on the fifteenth
day of April in the Eleventh year of the Reign of our
Lord the King and at divers days and times between
the said fifteenth day of April and the thirty first day
of July 1771 the said Nathaniels Close in Whately
aforesaid bounded South and West on Land of Noah Wells
North on Gideon Dickinsons Land East on a Road with
force and arms broke and Entered, and the said
Nathaniels dwelling house there with force and arms
broke open entered into and greatly damaged and
abused, and six acres of the said Nathaniels Wheat
there lately growing to the value of Eighteen pounds
cut down destroyed and carried away. and the said Nathaniels
Grass there lately growing with horses Cows Oxen and
Sheep to the value of five pounds eat up trod down and

Hawkes
vs
Wait &c
175

and consumed and his Soil there with horses Oxen
and ploughs did break up beat to pieces and destroy
to the said Nathaniel's damage twenty five pounds—
Also for that the said Seth Ebenezer and Samuel on
the same fifteenth day of April at divers days and
times between the same fifteenth day of April and
the thirty first day of July aforesaid the said Nathaniel's
close in Duxfield aforesaid bounded East and West
on Land of Gideon Dickinson South on Land of Noah
Wells North on Land of Adonijah Taylor, with force and
arms broke and entered and the said Nathaniel's crop
there lately growing to the value of twenty pounds
with force and arms cut down destroyed and carried
away and with horses Sheep Cows and Oxen did
eat up tread down and wholly consume; and the
said Nathaniel's four horses within the same close late-
ly being did with force and arms pursue chase and
and from and out of the same close fright and
drive away so that by means thereof one of the same
horses of the price of seven pounds was wholly lost.
and many other outrages against the said Nathaniel
the said Seth Ebenezer and Samuel did commit
contrary to Law and against the peace &c to the da-
mage of the said Nathaniel thirty pounds. the Pet
appears by Simon Strong Esq. and the said Seth
Ebenezer and Samuel by Joseph Hawley Esq. Their
att^{ys} come and defend &c and reserving liberty to
give any Matters in Evidence which might be spe-
cially pleaded, say that they are not guilty in Man-
ner and form as the said Nathaniel against them
in his Writ has alleged and thereof put themselves
on the Country. And the said Nathaniel agreeing
to the above reservation of the Def^t: does likewise
thereupon the Jurors according to the force form and
effect of the Statutes in this Case made and provided
at this time returned and Impanelled being demand-
ed likewise come, who to say the Truth concerning
the premises being duly Sworn declare upon their
Oath that the said Def^t: are guilty and Assess
the damages ^{of the said Nathaniel by reason of the trespass aforesaid} to eight pounds. Therefore it is con-
sidered by the Court that the said Nathaniel do re-
cover against the said Seth Ebenezer and Samuel
eight pounds lawful money damages and costs
of Suit taxed at seven pounds twelve Shillings and
one penny. from which Judgement the Def^t: by
their said att^{ys} appeal to the Superior Court of
Judicature &c to be holden at Springfield on the fourth
Tuesday of Septemb^r: next and he Prognomines with Sureties
as the Law directs for the s^d: Def^t: prosecuting s^d: appeal with effect as in &c &c

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Samuel Hannum jun^r of Belcherstown in the County of Hampshire Compt^r vs Benjamin Billings of d. Belcher town humbly shews that at a Justices Court holden before Josiah Chauncy Esq. one of his Majesty's Justices of the peace for said County at his dwelling House in Amherst on the fifth day of August 1771 he recovered Judgment against Benjamin Billings aforesaid for nineteen Shillings and three pence lawful Money for his Costs is depending himself against the Suit of the said Benjamin from which Judgment the said Benjamin Appealed to this Honorable Court and recognized to prosecute his said appeal but has failed to do so — therefore said Samuel prays Affirmation of the said former Judgment with additional Costs. therefore it is considered by the Court that the said Samuel do recover against the said Benjamin his Costs taxed at two pounds Eight Shillings and four pence and thereof he may have his Ex

Hannum
vs
Billings
N^o 176

Job Winslow of Sabrook in the County of Middlesex and Colony of Connecticut yeoman Complainant vs Ephraim Pitton of Granville in the County of Hampshire yeoman Humbly shews that at a Court held before Eddad Taylor Esq. one of his Majesty's Justices of the peace for d. County of Hampshire on the third day of June 1771 at his dwelling house in Westfield he recovered Judgment against the said Ephraim for nine Shillings lawful money and Cost of Suit from which Judgment he appealed to this Honorable Court and recognized to prosecute the same but failed so to do. Wherefore the Compt^r prays Affirmation of the said Judgment with additional damages and Costs. therefore it is considered that the said Job do recover against the said Ephraim nine Shillings and one penny two farthings lawful Money damages and Costs of Suit taxed at three pounds nineteen Shillings and five pence and thereof &c — Ex is. 23. Septemb^r 1771 —

Winslow
vs
Pitton
N^o 177

Lebulon Ballard of Sunderland in the County of Hampshire yeoman Plt vs Asaph Chilson of Conway in said County yeoman Deft. in a plea of the Case for Chilson that the said Asaph at Springfield in d. County on the fifth day of Novemb^r 1770 by his Note for value received promised the said Lebulon to pay him two pounds lawful money in Salt at five Shillings by the Bushel to be delivered at Sunderland ferry at or before the first day of May then next with Interest after time of payment untill paid. and also for that the said Asaph at Springfield aforesaid on the same fifth day of Novemb^r aforesaid by his Note for value received promised said Lebulon to pay to him two pounds lawful Money to be paid in Salt at five Shillings per Bushel to be delivered at Sunderland ferry by the first day of May then next and

Ballard
vs
Chilson
N^o 178

Ballard
vs
Lhilon
N^o 178

and with Interest after time of payment. and also
for that the said Asaph on the day and year abovesaid
at said Springfield by his other Note for value received
promised said Lhilon to pay him four pounds law-
ful money in Merchantable Salt at five shillings
per Bushell by the first day of May then next with
Interest for the same after time of payment untill p^d.
and the said Lhilon in fact says that he was ready
at the time and place of delivery to receive the said
Salt. yet said Asaph hath not performed his pro-
mises made as abovesaid. to the damage of the said
Lhilon ten pounds the Plt appears by William
Billings Gent his att^r. and the said Asaph the three
times publicly called to come into Court doth
not appear therefore it is considered by the
Court that the said Lhilon do recover against the
said Asaph eight pounds three shillings and two pence
lawful money damages and Cost of Suit taxed at
two pounds one shilling and ten pence and thereof
he may have his Ex^{ce} & Ex^{co} is? 17th Septemb^r 1771.

Mitchel
vs
Bidding
N^o 179

Joseph Mitchel of Ashfield in the County of Hampshire
yeoman Compt^r vs Ruben Bidding of Hatfield in
said County yeoman &c the said Joseph does not
make his Complaint, but discontinues it. —

The foregoing Judgments &c being made &
entered up in manner aforesaid the said
Court was adjourned without Day —

att^r W^m Williams Clerk —

Hampshire p^{re}. Anno Regni Georgii Tertii Regis
Magna Britanniae Franciae et
Hiberniae duodecimo.

At the Inferiour Court of Common
Pleas holden at Northampton within
and for the County of Hampshire on
the second Tuesday of November being
the twelfth day of said Month Anno
Domini 1771.

Present

Israel Williams. Esq.
Oliver Partridge. Esq.
Timothy Dwight. Esq.
Thomas Williams Esq.
Eliaser Porter Esq. Special Justice

Jury for Trials

Deputy Elijah Arms foreman
Jury Edward Stebbins
Mr. Elisha Cooke
Mr. Nathaniel Edwards
Had. Thomas Smith
Jury Elisha Smith
North: Alexander Norton
Nunt. James Cook
Belch John Cowle
Am. Hetheriah Betting
Mont. Elisha Wright
South: Israel Sheldon

In the Case Bardwell vs Clark John Cowle was off. Benjamin Supper de Tal. on.
in the Case Dickinson vs Clays Elisha Smith. Mr. Betting. Elisha Wright were off
and de Tal. Jere. Powers Tho. French and Mrs. Bartlett on.
in the Case Edwards vs Elyar. Elisha Cooke. Nat. Edwards James Cook off
and de Tal. Tho. Hartings Nat. Puck. Monso Dickinson on.
in the Case Hamillton vs Chilson. James Cook. Elisha Wright off and
Joel Hunt and Pliny Pomeroy de Tal. on.

Continued Act.

Abigail Sacket of Westfield in the County of Hampshire (Sacket
Widow P^{re} is. Erastus Sacket of Pittsfield in the County of
Berks^{re} husbandman Deft. in a plea &c as at large on Record
heretofore. And now at this Term to which the said Erastus
had leave to appear he the said Erastus comes into Court and
having prayed Oyer of the Bond declared on the same is read
unto him in these words viz. I know all men by these presents
that I Erastus Sacket of Pittsfield in the County of Berks-
shire husbandman. Am bound and stand firmly bound and
obliged unto Abigail Sacket of Westfield in the County of
Hampshire Widow and Relict of Joseph Sacket late of
said Westfield deceased in the full and just Sum of One
Hundred pounds to be paid to the said Abigail her Executors
Administrators, or assigns and for the payment thereof I
bind myself my Heirs, Executors, Administrators, and assigns
firmly by these presents. Sealed with my Seal this fourth
day of December in the seventh year of his Majesty's said
D^{ty} 1766. and the said Erastus having also prayed Oyer of
the Conditions to the said Bond annexed and it is read
to him in these words following viz. the Conditions of

Sacket
vs
Sacket } of the foregoing Obligation is such that if the above bound
Erastus Sacket his Heirs Executors and Administrators
shall well and truly give, provide, and afford to the
Abigail his hon^d Mother the moiety or the one half
part of a suitable decent and convenient support and
maintenance both in sickness and in health during her
natural life of suitable apparel Firing Meat Drink wash-
ing and Lodging and other necessaries, and shall well
and truly content and pay her the moiety or half of
such Sum or Sums of Money as shall be necessarily ex-
pended for her support and maintenance aforesaid on
request and Notice to him or them by her to be made
without any fraud loss or delay. Then the foregoing
obligation to be void and of none effect, otherwise to
abide in full force and Virtue. which being read and
heard the said Erastus Says that the said Abigail ought
not to have or maintain her Actions aforesaid thereof against
him because he says that he from the time of making
of the bond aforesaid he hath well and truly performed and
fulfilled every thing in the Conditions aforesaid according
to the tenor thereof and hath given provided and afforded
to the said Abigail the moiety or half part of a suitable
decent and convenient support and maintenance both
in sickness and in health from the time of his making
the bond aforesaid to the time of the purchase of the Plffs
Writ aforesaid of suitable Apparel Firing Meat Drink
washing and Lodging and other necessaries: and that
he hath paid her the moiety or half of all such Sums
of money as have been expended for the support and
maintenance of the said Abigail of which she during
said Term gave the said Erastus Notice and requested
him to pay the same to wit at Northampton in the
Writ mentioned all which he is ready to verify: wherefore
he pray^s Judgment if the said Abigail ought to have &
maintain her Actions aforesaid thereof against him &
Judgment for his Costs. — And the said Abigail
protesting that the said Erastus hath never paid the moiety
or half part of all such Sums of money as have been expend-
ed for a convenient support and maintenance of her the
said Abigail or any part or penny thereof nor performed
any Conditions mentioned and specified in the bond afores-
aid altogether for Replikation that by any thing by the said
Erastus in his plea above pleaded alleged, the the said
Abigail ought not to be precluded of having her Action
thereof aforesaid against the said Erastus because she
says that the said Erastus hath never since the making
of the bond aforesaid given provided or afforded to her
the said Abigail the moiety or half part of a suitable de

duent and convenient Support and maintenance in sickness or health of suitable firing meat drink washing or lodging nor utter of them nor of any other necessities nor of any part or article thereof and this she prays may be enforced by the Country. And the Deft. likewise thereupon the Jurors according to the force form and effect of the Statutes in this case made and provided at this time returned and Impanelled being demanded likewise come who to say the truth concerning the promises being duly sworn declare upon their oath that the said Crastus hath ever since the making of the Bond aforesaid given provided and afforded to her the said Abigail the moiety or half part of a suitable duent and convenient Support and maintenance. therefore it is considered that the said Crastus do never against the said Abigail Costs of Court. And now the said Abigail by her Att^r appeals from the Judgment of this Court to the Superiour Court of Judicature &c to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and he Recognizes with Sureties as the Law directs for the said Abigail's prosecuting said appeal with effect as by said Recognizance on file appears.

John Leavit of Suffield in the County of Hampshire Leavit
Gent P^t vs Ahimmaaz Easton of Westfield in said County Easton
Joined Deft. in a plea of the Case &c as at large on Record
heretofore. the said John being three times publicly
called is nonsuit and the said Ahimmaaz Defaulted.

William Dunsmore of Lancaster in the County of } Dunsmore
Worster Physician and Hannah his Wife P^t vs Enoch } Allen
Allen of Ashfield in the County of Hampshire husband-
man Deft. in a plea of Ejectment &c as at large on Record
heretofore, the parties appear and humbly pray for a continuance of the action therefore it is considered by the Court that the said parties accordingly have a day before the Lord the thing here untill the second Tuesday of February next following said second Tuesday of November aforesaid.

Daniel Williams of Exton in the County of Bristol Cap Williams
P^t vs John Wilkie of Ashfield in the County of Hamp- } vs
shire Husbandman Deft in a plea of Ejectment &c as at } Wilkie
large on Record heretofore the Parties appear and humbly
move for a continuance of this action, therefore it is considered that the said Parties have a further day before the Lord the thing here untill the second Tuesday of February next following said second Tuesday of November aforesaid.

Noah Dickinson of Amherst in the County of Hampshire Dickinson
yeoman P^t vs Timothy Elap yeoman and William Elap } vs
yeoman an Infant under the age of twenty one years both } Elap et al
of Amherst aforesaid Deft. in a plea of Trover &c as at large

Dickinson
vs
Clapp & al.) large on Record heretofore. And now the said Parties appear
to wit the Plt. by Simon Strong Esq. his Att. and the
said Williams by Sarah Clapp his Guardians and Simon
by John Worthington and Joseph Hawley Esq. his Att.
and agree to refer to Moses Poliss Esq. John Ingersoll Esq.
and Sarah Barnard Gent. this Actions and all contro-
versies and demands between the Parties touching and
Lands in the third Division of Amherst lying South-
ward of a line thirty nine rods Southward of the Road
in Amherst called Pelham Road. the Award to be made
by them or any two of them and the Parties agree that
they will not either of them appeal from the Judgement
that shall be rendered upon such Award and that Executions
shall Issue thereon the said Award to be made upon the pre-
mises and returned as soon as may be, and accordingly
it is considered that said Parties have a further day before
the Lord the thing here untill the Second Tuesday of
February next following said Second Tuesday of Novemb. aforesaid

Gott
vs
Nurse) Benjamin Gott of Hadley in the County of Hampshire
yeoman Plt vs Timothy Nurse late of Rutland District
in the County of Worcester yeoman Deft in a plea of the
case &c as at large on Record heretofore. the Plt appears by
Elisha Porter Esq. his Att. and the References to whom this
case with all other actions controversies ^{subsisting between the Parties} and demands was Re-
ferred now come into Court and Report as follows viz. Pursu-
ant to the above Rule we the Subscribers met at the time
and place above mentioned the Parties being present after
a full hearing do determine, and Award that the said Ben-
jamin Gott recover of the said Timothy Nurse nineteen
pounds fifteen shillings and two pence damages and four
pounds two shillings and eight pence costs including
costs of Court and Reference, all which is humbly submitted
therefore it is considered that the said Benjamin do recover
against the said Timothy nineteen pounds fifteen shilling
and two pence lawful money damages and cost of Court
taxed at four pounds two shillings and eight pence and
thereof he may have Ex- Ex it. Novemb. 29. 1771

~~Pelton
vs
Fowler) Ephraim Pelton of Granville in the County of Hampshire
Blacksmith Plt vs Bilead Fowler of Wilsfield in said County
yeoman Deft. in a plea &c as at large on Record heretofore. the Parties appear and it is considered by the Court
that the said Parties have a further day before the Lord the
thing here untill the Second Tuesday of February next following
said Second Tuesday of Novemb. aforesaid.~~

~~Pelton
vs
Fowler) Ephraim Pelton of Granville in the County of Hampshire
Blacksmith Plt vs Bilead Fowler of Wilsfield in said
County yeoman Deft. in a plea of Trespass &c as at
large on Record heretofore the Parties by their respective~~

attornies to wit the said Ephraim by John Phelps Gent
his att^r the said Bilead by Moses Blifs Esq. Refer this case
to the final determination and Award of John Ingersoll
Esq. Luke Blifs Gent and Moses Church yeoman or any
two of them (Arbitrators indifferently elected and named by
the said Parties) to be made upon the premises and returned
into this Court so soon as may be. and the said
Parties have a further day before the Lord the thing
here untill the second Tuesday of Feb^y next follow-
ing said second Tuesday of November aforesaid. —

Ephraim Pelton of Granville in the County of Hamp^{shire} Pelton
shire Blacksmith Plt vs Bilead Fowler of Westfield vs
in D. County yeoman Def^t. in a plea &c as at Fowler
large on Record heretofore. the Parties by their Re-
spective attornies wit the Plt by John Phelps Gent.
and the Def^t by Moses Blifs Esq. Refer this case
to the final determination and Award of John
Ingersoll Esq. Luke Blifs Gent. and Moses Church
yeoman or any two of them (Arbitrators mutually
elected and named by the said Parties) to be made upon
the premises and returned in the said Court as soon
as may be, and they have a further day before the
Lord the thing here accordingly untill the second Tuesday
of Feb^y next following said second Tuesday of Novemb^r aforesaid.

Moses Ashley of Worthington in the County of Hamp^{shire} Ashley
shire Husbandman Plt vs John Burrows lately of vs
Gageborough in the County of Berkshire yeoman Def^t Burrows
in a plea of the Case &c as at large on Record heretofore
the Plt appears by Joseph Hawley Esq. his att^r and
the said John the three times publicly called makes
default of appearance here therefore it is considered
by the Court that the said Moses do recover against
the said John five pounds five shillings and three
pence lawful money damages and cost of Court taxes
at three pounds and thereof he may have his Ex —

Israel Hendricks of Conway in the County of Hamp^{shire} Hendricks
shire yeoman Plt vs Joseph Ashley Jun^r of Sunder vs
land in D. County yeoman a Deputy Sheriff under Ashley att^r
Solomon Hubbard Esq. Sheriff of D. County and Nathaniel
Sartwell of Whately in said County yeoman Def^t.
in a plea of Trespass &c as at large on Record heretofore
the Plt appears by Simson Strong Esq. his att^r and the
said Joseph comes and defends the force &c and says he
is not guilty in manner and form as against him
in the Plt's Writ is alleged and thereof puts himself on
the Country. And the D. Israel likewise. And the said
Nathaniel comes and moving liberty to give any special

Hendricks ^{vs} Ashley } Initial matters in evidence on the general Issue de-
fines and says that he is not guilty in manner and
form as in the Plaintiff's declaration against him is
alleged and thereof puts himself on the Country. —
And the said Israel agreeing to the said Nathaniel's
reservation — likewise — thereupon the Jurors accord-
ing to the force form and effect of the Statutes in this
case made and provided at this time returned and Impanelled
being demanded likewise come who to say the Truth con-
cerning the premises being duly Sworn declare upon their
oath that the Deft. are not guilty in manner and form
alleged and therefore find for said Joseph and Nathaniel
their costs, therefore it is considered by the Court that
the said Joseph and Nathaniel do recover against the
said Israel their costs taxed at sc And now the said
Israel appeals from the Judgment of this Court to the
Superiour Court of Judicature sc to be holden at North-
ampton ^{within and for the County of Hampshire} on the last Tuesday of April next and he recog-
nises with Sureties as the Law directs for his prosecuting
his said Appeal with effect as pc Recognizance on file appears.

Barrowell ^{vs} Clarke } Jonathan Barrowell of Belchertown in the County
of Hampshire yeoman Plt vs Caleb Clarke of said
Belchertown yeoman Deft. in a plea of Trespass sc
as at large on Record heretofore, the Plt appears by
Joseph Hawley Esq. his Att. and the said Caleb by
John Worthington Esq. comes into Court and defends
 sc and says that he never promised in manner and
form as the Plt in his Declaration hath alleged and
thereof puts himself on the Country. and the Plt
likewise thereupon the Jurors according to the force
form and effect of the Statutes in this case made
and provided at this time returned and Impanelled
being demanded likewise come who to say the truth
concerning the premises being duly Sworn declare
upon their oath that the said Caleb never assumed
upon himself in manner and form as the said
Jonathan has alleged and therefore find for the
Def't. Cost of Court. Therefore it is considered that
the said Caleb do recover against the said Jona-
than Cost of Court. And now the said Jonathan
by Joseph Hawley Esq. appeals from the Judgment of
this this Court to the Superiour Court of Judica-
ture sc to be holden at Northampton within and
for the County of Hampshire on the last Tues-
day of April next and he Recognises with Sure-
ties as the Law directs for the said Jonathan's pro-
secuting his said appeal with effect as pc Recognizance
on file appears.

Bilead Fowler of Westfield in the County of Hamp-
shire yeoman Dct vs Elijah Williams Esq. date of
Stockbridge in the County of Berkshire and Sheriff Fowler
of said County in a plea of Trespass &c as at large } Williams
on Record heretofore. the Dct appears by Mons Esq. }
Esq. his Att. and the said Elijah by John Worthing-
ton Esq. his Att. comes and defends the force and In-
jury when &c and says that he is not guilty in man-
ner and form as the Dct in his declaration hath
alleged and thereof puts himself on the Country.
And the said Bilead reserving liberty to waive this
demurrer at the trial of the appeal and joins the
Issue tendered says that the plea of the said Elijah
above pleaded and the matters therein contained are
an Insufficient answer to the Plaintiffs Declaration
and that he hath no need neither is he ~~bound~~ bound
by the Law of the Land to answer thereto and
that he is ready to verify and thereof prays Judgment
and Judgment for his damages and costs. And the
said Elijah says his plea abovesaid is sufficient consent-
ing to the aboves. reservation. thereupon all and
singular the premises being seen and by the Court
of the Lord the thing now here fully understood for
that it appears to the said Court that the plea afores.
of the said Elijah in manner and form by him above
pleaded and the matters therein contained are a suffi-
cient answer to the Declaration aforesaid of the said
Bilead and ought to exclude the said Bilead from hav-
ing and maintaining his action aforesaid. therefore
it is considered that the said Elijah do recover
against the said Bilead costs of Suit. And now the
said Bilead by his o. Att. appeals from the Judgment
of this Court to the Superior Court of Judica-
ture &c to be holden at Northampton within and
for the County of Hampshire on the last Tuesday
of April next and he recognises with sureties for the
said Bilead prosecuting his o. appeal with effect as by
recognizance on file appears.

Bilead Fowler of Westfield in the County of Hamp- } Fowler
shire yeoman Appt. vs Judah Palmer yeoman and } vs
and Judah Palmer yeoman Jun. yeoman both late } Palmer &c
of said Westfield appellus from the Judgment &c as
at large on Record heretofore. the said Parties appear
by their Att. viz Fowler & Phelps and move for a conti-
nuance of this action. therefore it is considered that
the said parties have a further day before the Lord
the thing here untill the second Tuesday of Febry
next following said second Tuesday of August
aforesaid.

Mathews } David Matthews of Colerain in the County of
vs } Hampshire yeoman Plt vs Jonathan Lilly of Wm.
Lilly } filed in said County yeoman Deft. in a plea of
the case &c as at large on Record heretofore the
Parties appear and move for a further continuance
of this action, therefore it is considered by the Court
that the said Parties have a further day before the Lord
the thing here untill the Second Tuesday of Feb^y
next following said Second Tuesday of Novemb^r afores^d.

Shaw } Seth Shaw of Monson in the County of Hampshire
vs } yeoman Plt vs Enoch Greenleaf of Boston in the
Greenleaf } County of Suffolk Merchant Deft. in a plea &c
as at large on Record heretofore. and now the said
Seth being three times publicly called is Nonsuit
and the said Enoch likewise Defaulted.

Bagg } Moses Bagg of Springfield in the County of Hamp-
vs } shire yeoman Plt vs Richard Tally of Westfield in said
Tally } County yeoman Deft. in a plea of the case &c as at large
on Record heretofore and now the Plt appears by John
Worthington Esq. and the Deft by Joseph Macoley Esq. and
pray for a further continuance of this action, therefore
it is considered that the s^d Parties have a further day
before the Lord the thing here untill the Second Tuesday
of Feb^y next following said Second Tuesday of Nov^r afores^d.

Dewey } Israel Dewey of Westfield in the County of Hampshire
vs } yeoman Plt vs Gideon Root of Southwick in s^d Coun-
Root } ty yeoman Deft. in a plea of Ejectment &c as at large
on Record heretofore the Repres to whom this case was
referred not having made Report it is considered that
the said Parties have a further day before the Lord the
thing here untill the Second Tuesday of Feb^y next
following said Second Tuesday of Novemb^r aforesaid. —

Manchut } Oliver Manchut of Suffield in the County of Hamp-
vs } shire yeoman Plt vs Joshua Austin of Southwick
Austin } in said County yeoman Deft. in a plea of the case
&c as at large on Record heretofore. the Plt. the three
times publicly called is Nonsuit and the Deft.
likewise Defaulted.

Fowler } Bilead Fowler of Westfield in the County of Hamp-
vs } shire yeoman Plt vs Daniel Fowler of s^d Westfield
Fowler } yeoman Deft in a plea of the case &c as at large
on Record heretofore. And now the said Parties appear by
their respective Att^{ys} and the said Daniel comes and
defends &c and pleads that the Plaintiffs Writ and Declara-
tion aforesaid is Insufficient and bad and that the same —

ought to be abated because he says that the Plt. in the first Count in his Declaration sets forth that on the fourth day of September 1769 the said Daniel at J. Westfield agreed with said Billed that he (Daniel) would in a reasonable time enter into sufficient bonds with the said Billed to have all manner of demands, Controversies and disputes which subsisted between them to the final Award and determination of Aaron King Samuel Noble and Richard Tally all of said Westfield. but that the Plt. in his Declaration hath not set forth that any demands, Controversies or disputes were then subsisting between the said Plt & Deft. neither hath the Plt in his Declaration set forth any Consideration of the said supposed agreement of the Deft. sufficient in Law to make the same valid and binding on the Deft. neither hath the Plt therein avowed that the Deft. hath had a reasonable time to perform the supposed Agreement in, the Deft. further says that the Plt in his said Declaration has not set forth in what bond or in what Sum the Deft. agreed to enter into Bonds & become bound with him and that therefore the said Agreement is uncertain and therefore void. and that the Plt in his Declaration hath never avowed that the Deft. hath failed of performing the Agreement which he therein supposes the Deft. to have made with him nor set forth any thing to the contrary but that he hath fully kept and performed it. And the Deft. further says that the Plt. in his second Count in his Declaration aforesaid sets forth and declares that the Deft. on the same fourth day of September promised the Plt. to pay him twenty pounds whenever after he should be thereto requested if he should fail of performing all things necessary to be done on his part for the disputes Controversies and demands subsisting between them to be finally settled by the said Aaron King Samuel Noble, and Richard Tally but that the Plt has never set forth any thing in particular that was necessary to be done by the Deft. for the same disputes Controversies and demands (if any there had been subsisting between them) to be finally settled by the said Aaron King Samuel Noble and Richard Tally nor has the Plt in his Declaration aforesaid avowed any thing to the contrary but that the Deft. had (before the time of the purchase of his Writ) done every thing necessary to be done on his part for the said disputes Controversies and demands (if any there had been subsisting between them) to be finally settled by the said Aaron King Samuel Noble and Richard Tally. Nor hath the Plt in his Declaration set forth any time and place when and where he ever requested the Deft. to pay him the twenty pounds by him supposed to be

be promised him by the Deft. in case the Deft failed
Fowler of doing every thing necessary on his part for the
vs said Disputes Controversies and demands to be finally
Fowler settled by the said Aaron Samuel and Richard nor had
the Plt set forth that he ever made any Special and
particular request to the Deft to pay him the said twenty
pounds, all which he ought to have done to intitle
himself to his Action aforesaid all which the Deft is
ready to verify wherefore he prays Judgment of the
Plt's Writ aforesaid and that the same may be abated
and he allowed his Costs. — Which premises being
seen, it is considered that the Plaintiffs Writ is not
Insufficient and bad, but that the same is Sufficient
and good and ought not to be Abated.
Saving which pleas in Abatement if over ruled the D.
Daniel pleads and says that he never promised in man-
ner and form as the Plt in his Declaration against
him has declared and thereof puts himself on the Count.
And the said Bilad reserving liberty to waive this plea
and Joins the Issue tendered says the plea above pleaded
and the matters therein contained are an Insufficient
Answer to the Plaintiffs Declaration and that he hath
no need nor is bound by the Law of the Land to make
any Answer thereto and this he is ready to verify and
thereof the said Bilad prays Judgment and that his
damages and Costs may be adjudged to him. —
and the said Daniel consenting says that his plea
above pleaded and the matters therein contained are
good and Sufficient in Law and fully Answer the
said Bilads Declaration and thereof prays Judgment
and Judgment for his Costs. — Thereupon the premises
whereupon the said Parties pray Judgment being seen
and by the Court of the Lord the thing now here fully
understood for that it appears to the said Court that
the plea aforesaid of the said Daniel in manner and
form by him above pleaded and the matters therein
contained are a Sufficient answer to the declaration
aforesaid of the said Bilad and that he ought not to
recede any thing upon his plea aforesaid, therefore it
is considered that the said Bilad by his plea aforesaid
recede nothing but that for his Groundless Claims
he be in mercy &c. — it is also considered that the said
Daniel do recover against the said Bilad Costs for defend-
ing the Suit of the said Bilad &c. And now the D. Bil-
ad by Simons Strong Esq. his Att. appeals from the
Judgment of this Court to the Superior Court of
Judicature &c to be holden at Northampton within
and for the County of Hampshire on the last Tuesday of
April next and he recognizes with Sureties ^{as the case requires} for the D. Bilad pro-
secuting his Appeal with effect as by recognition on file appears. —

Luke Bliss of Springfield in the County of Hamp-
 shire Gent. Administrator of the Estate of Luke Bliss (Bliss Ad.
 late of Springfield aforesaid deceased Intestate Plt vs Elinora
 Perry of Enfield in said County Physician Deft. in a
 plea of the Case &c as at large on Record heretofore
 the Referees to whom this Case was referred not having
 made their Report it is Considered that the said
 Parties have a further day before the Lord the thing here
 untill the Second Tuesday of Feby next after said
 Second Tuesday of November aforesaid.

Margaret Ashby of Westfield in the County of Hamp- (Ashbys Ex.
 shire Widow and Executrix of the last Will and Test-
 tament of Israel Ashby late of Westfield Esq. deceased
 Plt vs Willard Fowler of Westfield yeoman Deft. in
 a plea &c as at large on Record heretofore. the Parties
 appear and humbly move for a further Continuance
 of this Action, therefore it is Considered that the said
 Parties have a further day before the Lord the thing
 here untill the Second Tuesday of Feby next following
 said Second Tuesday of November aforesaid.

Timothy Hammond of Hadley in the County of- (Hammond
 Hampshire yeoman Plt vs Daniel Shaw of Ashfield Shaw
 in said County yeoman Deft. in a plea of the Case &c
 as at large on Record heretofore, the Plt. the three
 times publicly called is Nonsuit and the said
 Daniel likewise Defaulted and the Action Dismissed.

Gideon Henderson of Amherst in the County of Hamp- (Henderson
 shire yeoman Plt vs Theodore Sprague of a place
 called Williamaburgh in the County of Berkshire Sprague
 yeoman Deft. in a plea of the Case &c as at large
 on Record heretofore. the Plt. appears by Simson Strong
 Esq. his Att. and the said Theodore the three times
 publicly called makes default of appearance here there-
 fore it is Considered by the Court that the said Gideon
 do recover against the said Theodore Sixteen pounds
 Seven Shillings and six pence lawful money damages
 and Cost of Suit taxed at two pounds fourteen Shil-
 lings and nine pence and thereof he may have
 his Ex. is. 1st January 1772.

David Jewett of Worthington in the County of- (Jewett
 Hampshire yeoman Plt vs Jonas Bellows late of
 D. Worthington yeoman an absconding Debtor &c Deft. Bellows
 in a plea of the Case &c as at large on Record heretofore
 the Plt appears by Simson Strong Esq. his Att. and the
 said Jonas the three times publicly called makes default
 of appearance here therefore it is Considered by the
 Court that the said David do recover against the D.
 Jonas Nine pounds two Shillings lawful money damages
 and Cost of Suit taxed at three pounds and four
 pence - lawful Money and thereof he may have
 his Ex. is. 1st January 1772.

Hamilton
Chilson
N^o 1

Robert Hamilton of Conway in the County of Hamp-
shire yeoman App^t vs Asaph Chilson of said Conway
yeoman App^{lee} from the Judgment of Oliver Partridge
Esq. one of his Majesty's Justices of the peace for said
County of Hampshire at a Trial before him at Hat-
field on the fourteenth day of Octob^r in the Eleventh
year of his Majesty's Reign wherein the said Asaph
was Plt and the said Robert Deft. in a plea of the
Case for that the said Robert at Conway aforesaid on
the last day of Novemb^r last past being Justly Indeb-
ted to the said Asaph in the Sum of one pound Nine-
teen Shillings and Eleven pence two farthings for
Sundry articles to Ballance Book due in Consideration
thereof the said Robert promised to pay the same Sum to
the said Asaph on demand, and the often requested hath
never paid the same to the damage of the said Asaph
forty Shillings, the Parties appeared in their proper per-
sons and the said Robert came and defended &c and
for plea said he never promised the said Asaph in manner
and form as the said Asaph in his declaration had
alleged and thereof put himself on Trial of the said
Justice, at which Trial upon the plea of the said Robert
that he never promised in manner and form as the
Plt in his Declaration alleged, Judgment was rendered
by said Justice that the said Asaph should recover against
the said Robert the sum of four Shillings and eight
pence three farthings damages and Cost of Suit taxed
at two pounds five Shillings and three pence
halfpenny, from which Judgment the said Robert ap-
pealed to this Court and Recognized &c - and now
the said Parties appear and upon the afores^d plea
they severally put themselves on the Country there-
upon the Jurors of the Jury at this time, agreeable to
the force form and effect of the Statute in their behalf
provided, returned and Impannelled being called likewise
come here who to say the truth concerning the premi-
ses being duly sworn declare upon their Oaths that
the said Robert did promise &c and Afores^d the dam-
ages to three Shillings and three pence half penny
and ^{and for &c Asaph} Costs of Court. therefore it is Considered by the
Court that the said Asaph do recover against the
said Robert three Shillings and three pence two far-
things lawful Money damages and Cost of Court
taxed at five pounds Nine Shillings and Seven
pence and thereof &c &c in 23^d Novemb^r 1771 -

Marsh
Marsh
N^o 2

Moses Marsh of Hadley in the County of Hampshire
Gent App^t vs Ebenezer Marsh of said Hadley yeoman -
App^{lee} from the Judgment of Josiah Chauncy Esq. one
of his Majesty's Justices of the peace for the County

of Hampshire at a trial before him at his dwelling
 house in Amherst on the Seventh day of Octob^r. 1771
 wherein Ebenezer Marsh of Hadley aforesaid was Plt^f
 and the said Moses Deft. in a plea of Replevin for
 that the said ^{on the twenty first day of August last at a place called} ~~Moses~~ ^{Moses} at Hadley aforesaid, took and impounded
 four cows and a heifer, three of s^d. Cows of red colour
 and one of a dark red colour the heifer coming
 two years old each marked with a slit on the top
 of the near ear and a slit the under side of the same ear
 belonging to the said Ebenezer and in the said Pound
 there unjustly detained &c to the damage of the said
 Ebenezer forty Shillings. the Parties appeared and
 the said Moses came and defended &c and for plea d^d
 that the Plt^fs Writ was bad and ought to be abated
 because he said first that there had been more than fif-
 teen days from the date of s^d. Writ to that time, to wit
 forty seven days which by law ought not to have been
 secondly ~~by~~ that all Writs of Replevin triable before
 any of his Majesty's Justices of the peace by law to be
 prosecuted before the same Justice within fifteen days
 next after the date of the same Writ Inclusive of the
 day of the date thereof and that the said Ebenezer had
 not prosecuted his said Replevin withⁱⁿ said fifteen days
 thirdly because the Sheriff Marshal or Constable to
 whom the same Writ was directed were not thereby
 commanded to take bond of the said Ebenezer with
 sufficient Surety or Sureties to prosecute his said
 Replevin with effect in law within fifteen days Inclu-
 sive from the date of the same Writ which by law
 ought to have been. fourthly because the same Writ
 is not in the form prescribed by the Law of this Province, which
 ought to have been. fifthly the said Ebenezer never gave
 bond with sufficient Surety or Sureties to prosecute
 his said Writ of Replevin with effect in law within
 fifteen days Inclusive from the date of said Replevin
 and to pay all such Cost and damages as should be
 awarded against him which he ought to have done
 all which the said Moses is ready to verify wherefore
 he prays Judgment of the same Writ and that it
 may be abated and he allowed his Cost and that
 a Return of the said Cattle be adjudged to him.
 the said Moses avowed the taking of the Cattle aboves^d
 in the said place mentioned in the said Writ where
 the said Cattle were alleged to be ^{taken} &c because he says
 that the place where the taking of the Cattle afores^d
 is supposed to be and at the same time where
 did contain in it all two Acres of Arable Land which
 Land with the Appurtenances are and at the same

Marsh vs Marsh N^o 2
time when he were the Soil and free hold of him
the said Moses and because the same cattle were
at the time when they were taken in the said
two acres of arable Land with the appurtenances
eating the standing Corn there growing and
doing damage there, the said Moses well avowed
the taking the same cattle in the said place whereto
so doing damage there wherefore he prays Judgment
and the return of the cattle may be adjudged him.
which plea in Abatement being heard it was con-
sidered by said Justice that the same plea should
be overruled and that the said Moses answer
over to the action. Saving the foregoing plea
of Abatement and the said Moses comes and defends
the force and Injury where he and the said Moses
well avowed the taking of the cattle aforesaid in the
place where he and Justice he because he says that
the same place where the taking of the cattle aforesaid
is the said place where he so doing damage there
and that he is ready to verify it therefore prays Judg-
ment and a Return of the cattle aforesaid and
that his damages and cost may be allowed him
agreeable to the Statute of this Province in such
case made and provided. And the said Justice
says that the said Moses for the reasons before ad-
judged that taking the said cattle in the place in
which the said Justice in his Declaration hath
set forth that were taken ought not to avow
~~and~~ just because he says that at the time of
the said taking and long before and ever since
the said Justice was seized in fee of a certain
close called his new lot lying contiguous to the
said new lot of the said Moses where the said
cattle are declared to have been taken which D.
Close of the said Justice was at said time of
taking and long before and ever since commonly
used and improved by said Justice in feeding
and pasturing the cattle aforesaid and was long
before D. time of taking divided and separated from
the said Close of D. Moses by a partition fence
which by a covenant between said Moses and Jus-
tice was to be maintained and repaired in
equal halves that is to say the Easterly half to
be repaired upheld and maintained by D. Moses
and the other half to wit the Westerly half by D.
Justice according to the Law of this Province
in such cases provided and that according to

the same Agreement from the time of making
 the said fence untill this time he the said Ebenezer
 never has always maintained upheld and kept
 in good Repair all his s^d. part of the Partitions
 fence aforesaid and that the said part of said
 partitions fence which ought to be repaired and
 maintained by said Moses become wholly decayed
 and insufficient for want of due repair to wit
 on the twenty first day of August last past the
 said cattle being depastured in the said Ebenezer
 Close afores^d. the said Moses part of s^d. fence
 being so decayed and insufficient as aforesaid
 did by means of the decay defect and insufficiency
 of that part of said Partitions fence which said
 Moses was then obliged as aforesaid to maintain
 and Repair, and by no other means ri^d from
 the said Ebenezer's said Close into the said Moses
 said new Lot through and over the same part
 of s^d. Partitions fence so belonging to said Moses and
 in no other place and the said Moses the same cattle
 in his said Close being so found they having gone and
 rased into the same by the means and in the man-
 ner aforesaid and by no other means and in no other
 manner to wit on the same twenty first day of
 August in the place in which the said taking
 is afores^d alleged to have been called said Moses new
 Lot taken and the same cattle against Sureties
 and pledges unjustly detained in manner and
 form as the P^{lt}. above against him complains
 and ^{this} the P^{lt}. is ready to verify wherefore he prays
 Judgment and his damages by reason of the tak-
 ing and unjust detention of the same cattle be ad-
 judged to him. and the said Moses protesting prays
 a trial. and the said Ebenezer likewise. which pleas
 being heard and considered by s^d. Justice, it was consi-
 dered by s^d. Justice that the said cattle did escape
 out of the said Inclosure of the said Ebenezer into
 the s^d. Moses new Lot through and by reason of the
 deficiency in that part of the said fence which the
 said Moses was obliged to maintain and repair
 therefore it was considered by s^d. Justice that s^d. Ebenezer
 should recover against the said Moses three Shillings
 damages and that he should have a Return of
 s^d. cattle and his Cart of h^{is} taxed at one pound
 ten Shillings and eight pence from which Judg-
 ment said Moses appealed to this Court and he
 cognized &c. and now the said Parties ap-

Marsh
vs
Marsh
N^o 2

appear, and put them selves upon the Judgement of this Court touching the plea tendered by the said Moses in Abatement of the Plea. Writ. Thereupon the Premises being seen and by the Court of the Lord the King here fully understood It appears to the Court that the pleas of the said Moses are sufficient & And that the said Reverend Writ is bad - Therefore it is considered by the Court that the aforesaid Writ be and it is abated - And it is further considered that the said Moses do recover his Cost of Suit taxed at two pounds nine Shillings and four pence and thereof he may have his Ex - Ex is. Decem^r. 20th 1771

Dickinson
vs
Hill
N^o 3

Israel Dickinson of Pittsfield in the County of Berkshire Gent. P^lt vs John Hill of Springfield in the County of Hampshire yeoman lately of Williamsborough in said County of Berkshire Deft. in a plea of the Case for that said John at said Springfield on the twenty eighth day of November 1770 by his Note of that date for value received promised to pay him or his Order three pounds sixteen Shillings lawful Money by the first day of December then next with Interest after time of payment till paid, yet said John hath not paid the same to the damage of the said Israel five pounds. the P^lt appears by ~~Lincoln~~ ^{More} Bliss Esq. his Att^r and the said John the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Israel do recover against the said John three pounds nineteen Shillings and ten pence lawful money damages and Cost of Suit taxed at two pounds and eight pence. and thereof he may have Ex - Ex is. 9th March 1772

Porter by
vs
Thomson
N^o 4

Elisha Porter of Madley in the County of Hampshire Esq. P^lt vs James Thomson late of Pelham in said County yeoman Deft. in a plea of the Case for that the said James at said Madley on the eighth day of August 1771 by his Note of that date for value received promised the said Elisha to pay him eight pounds ten Shillings and two pence lawful money on demand with Interest untill paid yet the said James hath never paid the same to the damage of the said Elisha ten pounds, the P^lt appears in his own proper person and the said James the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Elisha do recover against the said James eight pounds twelve Shillings and nine pence lawful Money damages and Cost of Suit taxed at one pound thirteen Shillings and four pence, after all which the said James by Simon Strong Esq. his Att^r appeals from the Judgement of this Court to the Superior Court of Judicature to be holden at Northampton on the last Tuesday of April next and he recognises with Sureties as the Law directs for the said James prosecuting & answer with effect so for recognizance &c

Sarah Porter of Hadley in the County of Hampshire
 Gentlewoman Plt vs Theodorus Doty late of War in said
 County yeoman Deft in a plea of the Case for that the
 said Theodorus at said Hadley on the fifth day of May
 1770 by his Note of that date for value received pro-
 mised said Sarah to pay her Seven pounds lawful
 money within one year after the date of said Note
 with Interest after time of payment untill paid
 yet said Theodorus hath never performed his said promise
 to the damage of the said Sarah ten pounds. The
 Plt appears by Elisha Porter Esq. her Att^y and the said
 Theodorus the three times publicly called on a his de-
 fault of appearance here, therefore it is considered by
 the Court that the said Sarah do recover against the
 said Theodorus Seven pounds four shillings and five
 pence two farthings lawful money damages and cost
 of suit taxed at the round fifteen shillings and two
 pence and thereof she may have Ex. Ex. is? 10th Decemb^r 1771

Porter
vs
Doty
N^o 5

Simon White of Williamaburgh in the County of Hamp-
 shire yeoman Plt vs Jonathan Glap of Northampton
 in s^d County Innholder Deft in a plea of the Case for
 for that said Jonathan at s^d Northampton on Jan^y 1st 1768
 was justly Indebted to the said Simon in the sum
 of £ 3: 7: 5. lawful money for work &c promised s^d Sim-
 on to pay him the same on demand. And also for that
 whereas s^d Simon at s^d Northampton on s^d 1st of Jan^y
 had performed other labour &c for the s^d Jonathan he
 promised to pay said Simon as much money as he deserved
 for s^d labour whenever requested, and the said Simon says
 he reasonably deserved one other sum of £ 3: 7: 5 lawful
 money, yet said Jonathan hath never performed either of
 his s^d promises to the damage of the s^d Simon six pounds
 the Plt the three times publicly called is Nonuit and the
 said Jonathan likewise defaulted.

White
vs
Glap
N^o 6

Benjamin Edwards of Northampton in the County
 of Hampshire husbandman App^t vs Thomas Elgar of
 Northfield in said County yeoman App^{ee} from the
 Judgment of Samuel Mather Esq. one of his Majestys
 Justices of the peace for the County of Hampshire at a
 Trial before him at Northampton on the sixteenth
 day of Septemb^r 1771 wherein the said Thomas was Plt
 and the said Benjamin Deft. in a plea of the Case
 for that the said Benjamin at said Northampton on the
 last day of July last past was justly Indebted to the
 said Thomas in the sum of one pound nineteen shil-
 lings and six pence lawful money to ballance books
 Acc^t. according to the Acc^t. annexed to the Writ. and
 then and there in consideration thereof undertook
 and to the said Thomas faithfully promised to pay
 him the same on demand yet said Benjamin
 hath never paid the same, the Parties appeared

Edwards
vs
Elgar
N^o 7

Edwards
vs
Elgar
N^o 7

and the Deft. plead that he never promised in manner and form as the Plt in his Declaration hath alleged and thereupon put himself on the trial of the said Justice and the Plt likewise, whereupon it was considered by said Justice that the Deft. had promised &c and therefore judgment was rendered that the Plt should recover against the Deft. one pound nineteen shillings damages and costs of suit taxed at fourteen shillings and five pence from which Judgment the Deft. appealed to this Court and Recognized with sufficient Sureties &c and now the said parties appear and upon the aforesaid Plea they severally put themselves on the Country thereupon the Jurors of the Jury at this time agreeable to the form and effect of the Statute in this behalf provided returned and Impannelled: being called likewise come who to say the Truth concerning the premises being duly sworn declare upon their Oath that the d. Benjamin did promise &c therefore find affirmation of the former Judgment and Costs of Court. therefore it is considered that the said Thomas do recover against the said Benjamin one pound nineteen shillings lawful money damages and Cost of Court taxed at three pounds three shillings and five pence - and thereof he may have his Ex -

Marsh
vs
White
N^o 8

Ebenzer Marsh of Hadley in the County of Hampshire yeoman App^t vs David White of d. Hadley yeoman App^l from the Judgment of Elisha Porter Esq. one of his Majesty's Justices of the peace for the County of Hampshire at a trial before him at said Hadley on the twenty third day of September 1771 wherein the said David was Plt and the said Ebenzer Deft. in a plea of the Case for his not performing his promise of paying him one pound two shillings and two pence which on the last day of July last he owed the Plt. on Acct. according to the Acct. annexed to the Writ. Also for his not performing his promise made him on the same last day of July of paying him one pound one shilling and two pence which he owed him for work &c to this Damage &c of the Parties appeared, and defended &c and said he never promised the Plt in manner and form as in the declaration is thereof against him alleged and thereof prayed Judgment of d. Justice and the said David likewise, whereupon Judgment was rendered by d. Justice that the said David should recover of the said Ebenzer eleven shillings and one penny lawful money Damages and Cost of suit taxed at nine shillings and two pence from which Judgment the said Ebenzer appealed to this Court. the Parties come here by their respective Att^{ys} viz the said Ebenzer by Amos Strong Esq. and

and the said David by John Worthingtons Esq. and agree to refer this case together with a certain tender said to be made by the said Marsh to the said White, to the final determination and Award of Messrs Daniel Moody Warham Smith and Charles Phelps (arbitrators mutually elected by the said Parties) or any two of them to be made upon the premises and returned into this Court as soon as may be, and the said Parties have a day before the Lord the thing here untill the second Tuesday of Feby next following said second Tuesday of Novemb^r aforesaid.

Nathaniel Hawks of Deerfield in the County of Hamps^r (Hawks
shire yeoman App^t vs Nathaniel Dickinson of said or
Deerfield yeoman App^{ee} from the Judgment of the Dickinson
mess Williams Esq. one of His Majesty's Justices of the
peace for s^d County of Hampshire at a trial N^o 9
before him at said Deerfield on the sixteenth day of Sep^r
temb^r 1771 wherein the said Hawks was Plt. and the
said Dickinson Def^t. in a plea of the Case for that the
said Dickinson at s^d Deerfield on the last day of August
last past owed the said Hawks so much money as he
reasonably deserved to have for labour and service in
sawing of seven hundred and fifteen feet of Quarter Board,
there before that time done and performed by the said
Hawks for the said Dickinson at the s^d Dickinson's
special request according to the Act to the Writ annexed
in consideration whereof the said Dickinson then and
there promised s^d Hawks to pay him so much money
as he reasonably deserved for s^d Labour whenever he
should be thereto required and s^d Hawks avers that for
s^d Labour he reasonably deserved ten Shillings yet
said Dickinson hath never paid the same to the damage
of the said Hawks thirty Shillings, the said Parties ap-
peared by their att^rs to wit the s^d Dickinson by Sam^l
Barnard Jun^r Gent and the s^d Hawks by Jonathan Ashby
Esq. and the s^d Dickinson defends &c and says that he never
promised &c and thereof prays Judgment and Judgment
for his Costs, and the said Hawks likewise doth the same
at which Trial Judgment was rendered that the said
Dickinson should recover against the said Hawks four
Shillings and six pence for his Costs &c from which
Judgment the said Hawks appealed to this Court the
said Hawks appears by his att^r aforesaid and the said Dick-
inson the three times publicly called makes default
of appearance here therefore it is considered by the
Court that the said Hawks do recover against the
said Dickinson ten Shillings lawful money damages
and Cost of Suit Taxed at two pounds Nineteen
Shillings and five pence and thereof he may
have his Ex - Ex is? 21st March 1772

Anderson
vs
Watson
N^o 10

John Anderson of Shelburne in the County of Hampshire yeoman Plt vs Robert Watson late of Colbair in D. County and Hannah his Wife Deft: in a plea of the last for that the said John at S. Shelburne on the last day of April 1770 at the Special Instance of S. Hannah when she was sole and unmarried had nursed boarded and cloathed the said Hannah for and during the space of three hundred and twenty five weeks she the said Hannah by the name of Hannah Thately to wit at Shelburne on the same day and year in consideration thereof promised S. John to pay him for S. Nursing &c so much money as he reasonably deserved whenever after she should be thereto required and said John says he reasonably deserved to have thirty eight pounds fifteen Shillings. Also for that said Hannah at Shelburne aforesaid on the same day and year being sole and unmarried owed the said John two pounds and eleven pence lawful money for so much money by the said John for the said Hannah at her Special Instance and request there before that time paid out and expended in consideration whereof the said Hannah promised said John to pay him the same on demand, also for that whereas the said John at S. Shelburne on the same day and year had sold and delivered to said Hannah a quantity of Cloath sufficient for a gown and one feather Bed and Bedding and one pair of silver Buttons in consideration whereof the said Hannah promised S. John to pay him for the same as much as they were reasonably worth at the time of the sale and delivery thereof on demand and S. John says they were reasonably worth six pounds sixteen Shillings and four pence lawful money of all which the said Hannah then and there had notice. Also for that the S. Hannah at S. Shelburne on the tenth day of May in the same year was indebted to the said John in the sum of thirty seven pounds thirteen Shillings and four pence to balance book Debt between her and the said John as her Guardian consisting of other articles of debt than any before mentioned which articles are contained in the Schedule to the Writ annexed and then and there in consideration thereof promised said John to pay him the same on demand, yet neither S. Hannah while single nor S. Robert & Hannah nor either of them since their Intermarriage have ever paid S. John or either of them to the damage of the Sd John fifty pounds. the Plt appears and by Sir Isaac Strong Esq. moves for a Continuance of this action the Deft being out of the Province, therefore it is considered that the said Parties have a day before the

the Lord the thing here untill the second Tuesday of
next following 3^d. Second Tuesday of Novemb^r aforesaid.

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Thomas Williams of Dursfield in the County of Hampshire Esq. Plt vs Benjamin Munn of Sudbury in the County of Middlesex Innholder Def. in a plea of the Case for that the said Benjamin at Sudbury in Northampton in S. County of Hampshire on the twenty first day of June 1771 by his Note of that date for value received promised said Thomas to pay him or Order seven pounds five Shillings and six pence two farthings on demand with Interest till paid yet said Benjamin the often requested hath never paid the same to the damage of the said Thomas ten pounds the Plt appears by Jonathan Ashby Esq his Att^r and the said Benjamin the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Benj^d seven pounds Nine Shillings and one penny two farthings lawful money damages and cost of Suit taxed at two pounds three Shillings and Eleven pence and thereof he may have his Ex — Ex is. 3^d. December 1771 —

Williams
vs
Munn
N^o 11

Elijah Wells of Conway in the County of Hampshire Esq. Plt vs Abner Armes of Greenfield in said County yeoman Def. in a plea that the said Abner owes to him the said Elijah twenty five pounds which to him the said Elijah the the said Abner owes and from him unjustly detains and whereon the said Elijah says that the said Abner at Northampton in S. County on the twenty sixth day of March 1764 by his Bond of that date acknowledged himself bound and holds to the said Elijah in the afores^d. Sum of twenty five pounds to be paid to the said Elijah on demand yet the said Abner hath never paid the same to the damage of the said Elijah twenty five pounds. the Plt appears by Jonathan Ashby Esq. his Att^r and the said Abner the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Elijah do recover against the said Abner sixteen pounds two Shillings and five pence lawful money Debt. and one pound fourteen Shillings and Eleven pence cost of Suit as taxed and thereof he may &c.

Wells
vs
Armes
N^o 12

Israel Williams Jun^r of Hatfield in the County of Hampshire Esq. Plt vs James Thomson of Coltraine in S. County yeoman Def. in a plea of the Case for that the said James at S. Hatfield on the thirtieth day of Septemb^r. 1770 by his Note of that date for value received promised the said Israel to pay him or Order four pounds fourteen Shillings and one penny half penny on demand with Interest till paid.

Williams
vs
Thomson
N^o 13

Anderson
vs
Thomson
N^o 13

Also for that the said James at said Hatfield on the twenty fifth day of April last past by his other Note of that date for value received promised the said Israel to pay him one other Sum of Eight pounds nine Shillings on demand with Interest till paid. Also for that the said James on the last day of September last past at S. Hatfield owed the said Israel so much money as he reasonably deserved to have for sundry Goods Wares and Merchandises there before that time sold and delivered to the said James according to the Act to the Writ annexed, in Consideration whereof the said James assumed on himself and to the said Israel faithfully promised to pay him so much money as he reasonably deserved to have for S. Goods &c whenever he should be thereto required with Interest of so much money as the same were worth, after six months from the sale and delivery thereof till paid, and the said Israel avers that for S. Goods &c he ought to have three pounds seven Shillings and eight pence two farthings yet said James hath never fulfilled his S. promise, to the damage of the said Israel twenty five pounds the Plt. appears by Jonathan Ashley Esq. his Att^y and the said James tho three times publicly called to come into Court doth not appear therefore it is considered that the said Israel do recover against the said James seventeen pounds five Shillings and four pence two farthings lawful money Damages and Cost of Suit taxed at one pound twelve Shillings and four pence and thereof he may have his Ex - Ex d^o 6th Decemb^r 1771 -

Cook
vs
Farr
N^o 14

James Cook Sur^t of Newcastle in the County of Hampshire yeoman Plt vs Stephen Farr of a place called number five in said County of Hampshire yeoman Def^t in a plea of the Case for that said Stephen at Northampton in said County on the fifteenth day of February 1770 by his Note of that date for value received promised said James to pay him Nine pounds four Shillings and Eleven pence with in one year from the date of said Note with Interest till paid yet said Stephen hath never paid the same to the damage of the said James ten pounds, the Plt appears by Simons Strong Esq. his Att^y and the said Stephen tho three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said James do recover against the said Stephen the Sum of seven pounds fifteen Shillings and one farthing lawful money Damages and Cost of Suit taxed at two pounds and thereof he Ex d^o 26th Novemb^r 1771 -

Samuel Hunt of Charlemont in the County of Hampshire Gent. Plt. vs Phinehas Butler lachy of this
 lay in the County of Middlesex yeoman Deft. in a
 plea of the Case for that said Phinehas at Springfield in
 said County on the twenty seventh day of July 1770
 by his Note of that date for value reciev^d promised said
 Samuel to pay him Eleven pounds two Shillings law
 ful money within two months from the date of said
 note with lawful Interest for the same untill paid
 yet said Phinehas has not paid the same to the damage
 of the said Samuel twelve pounds the Plt. appears
 by Simeon Strong Esq. his Att^r. and the said Phinehas
 the three times publicly called to come into Court doth
 not come therefore it is Considered by the Court that
 the said Samuel do recover against Phinehas Ten pounds
 five Shillings and ten pence lawful money damages
 and Cost of Suit taxed at One pound sixteen
 Shillings and six pence and thereof he may have
 his Execution. Ex-is? 3^d Septemb^r 1772.

Hunt
 vs
 Butler
 N^o 15

Samuel Bidding of Hatfield in the County of Hampshire (Bidding
 shire yeoman and a Deputy Sheriff under Colomons
 Hodard Esq. Sheriff of said County. Plt vs Ebenezer Train
 late of Greenwich in said County yeoman Deft. in a
 plea of the Case for that said Ebenezer at said Green
 wich on the twenty first day of June 1771 by his Note
 for value reciev^d promised said Samuel to pay him or his
 Order fifteen pounds eight Shillings and nine pence
 lawful money on demand with Interest till paid.
 yet said Ebenezer hath not paid the same to the damage
 of the said Samuel sixteen pounds. the Plt. appears by
 Simeon Strong Esq. his Att^r. and the said Ebenezer the
 three times publicly called makes default of appearance
 here therefore it is Considered by the Court that the
 said Samuel do recover against the said Ebenezer Eleven
 pounds thirteen Shillings and ten pence three farthings
 lawful money Damages and Cost of Suit taxed at One
 pound Eleven Shillings and ten pence, and now the
 said Ebenezer comes here and appeals from this Judgment
 to the Superiour Court of Judicature to be holden
 at Northampton on the last Tuesday of April next
 and he recognises with Sureties as the Law directs
 for his prosecuting his d. appeal with effect as by the
 cognisance on file appears.

Bidding
 vs
 Train
 N^o 16

Phinehas Smith of Granby in the County of Hampshire (Smith
 yeoman Plt vs John Hill jun^r of Brookfield in the Count
 ty of Worcester yeoman Deft. in a plea of the Case for
 that said John at said Granby on the twentieth day
 of March 1770 by his Note for value reciev^d promised
 said Phinehas to pay him or his Order fourteen pounds
 eighteen Shillings lawful money by the first day of
 August then next with Interest untill paid, a l^d

Smith
 vs
 Hill
 N^o 17

Smith
vs
Hill
N^o 17

Also for that said John at said Granby on the same twentieth day of March aforesaid by his other Note for value received promised said Phinehas to pay him or his Order another sum of fourteen pounds eighteen shillings lawful money within one year from the date of s^d Note with Interest untill paid yet said John hath never performed said promises or either of them to the damage of the said Phinehas twenty eight pounds. the Att appears by Simons Strong Esq. his Att^y and the said John the three times publicly called or makes default of appearance here therefore it is considered by the Court that the said Phinehas do recover against the said John twenty pounds fifteen shillings and ten pence lawful money damages and Cost of Suit taxed at one pound thirteen shillings and eight pence after which now at this time the said John by John Worthington Esq. his Att^y appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Northampton on the last Tuesday of April next and he recognises with Sureties as the law directs for the said John prosecuting his said appeal with effect as by Recognizance on file appears.

Thomson
vs
Lothridge
N^o 18

James Thomson of Pelham in the County of Hampshire Yeoman Att^y vs Ruben Lothridge of s^d Pelham Yeoman Deft. in a plea of the Case for that said Ruben at Northampton in said County on the fifteenth day of May 1770 by his Note for value received promised said James to pay him Nine pounds and Six pence lawful money within Six Months from the date of s^d Note with Interest after the expiration of three months yet said Ruben hath not paid the same to the damage of the said James twelve pounds, the Att appears by Simons Strong Esq. his Att^y and the said Ruben the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said James do recover against the s^d Ruben Nine pounds thirteen shillings and Eleven pence lawful money damages and Cost of Suit taxed at one pound fifteen shillings and seven pence and now at this time the said Ruben by Joseph Hawley Esq. his Att^y comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and he recognises with Sureties as the law directs for the said Ruben prosecuting his said appeal with effect as by Recognizance on file appears.

118

Jonathan Clapp of Northampton in the County of Hamp-
shire Tenant in Fee vs John Hall lately of Gagebo- (Clapp
rough in the County of Berkshire yeoman Deft. in
a plea of the Case for that whereas he the said John Hall
at Northampton aforesaid on the twentieth day of May
1770 by his Note of that date promised the said
Jonathan to pay him or his Order twenty pounds two
shillings lawful money by the first day of May then
next with Interest till paid for value received yet the said
John Hall hath not paid the same to the damage of the
said Jonathan twenty eight pounds. the Pet appears
by Joseph Hawley Esq. his Att^y and the said John
thre times publicly called makes default of ap-
pearance here, therefore it is considered by the Court
that the said Jonathan do recover against the said John
twenty one pounds and one penny lawful money da-
mages and Cost of Suit taxed at one pound ten
shillings and four pence and thereof he may have Ex. -

N^o 19

Joseph Billing of Hatfield in the County of Hampshire
Gen^l Att vs Ebenezer Bidding of Hatfield in said County
yeoman Deft in a plea that he render to him the said
Joseph Twenty pound and nine pence one farthing law- (Billing
ful money which he owes him and unjustly detains for
this to wit that whereas the said Joseph otherwise to wit
on the last Tuesday of August in the eighth year of his
Majesty's Reign at the Inferiour Court of Common Pleas
holders at Springfield within and for the County of Hamp-
shire by the Judgment of the said Court did recover against
the said Ebenezer twenty nine pounds twelve shillings
and nine pence one farthing of lawful money debt
and one pound eighteen shillings and ten pence like
money for his Costs of Suit in the whole thirty one
pounds eleven shillings and seven pence one farthing
whereof the said Ebenezer is convicted as by the Record
thereof in s^d Court remaining is more fully manifest
and appears, which said Judgment for part of s^d sum
to wit for twenty pounds and nine pence one farthing
yet remains in its full force and effect not satisfied
paid nor reversed for at the the said Joseph on the fifth
day of December in the ninth year of his Majesty's
Reign said out his Execution on the Judgment aforesd.
yet s^d Execution has long since been returned into
s^d Court not satisfied and unpaid for the sum of
£20:0:9¹/₄ there not having been levied any more than
£11:10:10 and the said Joseph hath not at any time
said out any other Execution on the said Judgment
whereby an Action hath accrued to the said Joseph
to demand and have of the said Ebenezer the said

Bidding
N^o 20

Billing
vs
Belding
N^o 20

said twenty pound and nine pence one farthing never-
theless the said Ebenezer hath not paid the same to the
damage of the said Joseph thirty pounds. the Pitt ap-
pears by Joseph Hawley Esq. his Att^r. and the said
Ebenezer the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Joseph do recover against the said Ebenezer
twenty three ^{pounds} eighteen shillings and one penny far-
thing lawful money debt and damages and cost of
Court taxed at one pound nine shillings and three
of he may have Ex- Ex is. 19th May 1772

Morton
vs
Hubbard
N^o 21

Elijah Morton of Hatfield in the County of Hamp-
shire yeoman Executor of the last Will and Testament
of Jonathan Morton late of s^d. Hatfield Gent. deceased
Pet vs Joseph Hubbard of Sunderland in s^d. County
Gent. Deft. in a plea of the Case for that whereas the s^d.
Joseph on the sixteenth day of April 1768 at Hadley
in said County by his Note for value reciv^d. promised
said deas. then living to pay him thirty shillings
lawful money on demand with Interest till paid. —
Also for that whereas the said Joseph afterwards to wit
on the tenth day of March 1769 at Northampton
in said County by his note promised s^d. deas. then li-
ving to pay him ten pounds ten shillings by the
first day of March then next with Interest thereof
value reciv^d. Also for that whereas the said Joseph afterwards
to wit on the thirtieth day of March 1769 at
Hadley aforesaid by another Note of him the s^d. Joseph
for value reciv^d. promised the said Jonathan then living
to pay him another Sum of lawful money to wit Six
shillings and seven pence within Eleven months from
the said thirtieth day of March with Interest till paid
nevertheless the said Joseph hath not paid the Contents
of the said several notes or any penny thereof. to the s^d.
Jonathan in his life time. or to the said Elijah since the
death of the said Jonathan to the damage of the s^d. Elijah
twenty five pounds. the Pitt appears by Joseph Haw-
ley Esq. his Att^r. and the said Joseph the three times
publicly called makes default of appearance here there-
fore it is considered by the Court that the said Elijah
do recover against the said Joseph fifteen pounds
eighteen shillings and nine pence three farthings
lawful money damages and cost of suit taxed at one
pound seven shillings and five pence And now
the said Joseph by William Billings Esq. comes
here and appeals from the Judgment of this Court
to the Superior Court of Judicature &c to be holden at
Northampton within and for the County of Hampshire
on the last Tuesday of April next and he recognises with Sur-
ties as the Law directs for the s^d. Joseph prosecuting his s^d. appeal with effect &c

David, Misd of Lanesborough in the County of Berks
 shire Mason Plt. vs Theodoros Doty lately of Ware
 in the County of Hampshire yeoman Deft. in a
 plea of the Case for that whereas the said Theodoros on
 the eighteenth day of January 1771 at Ware aforesaid
 by his Note for value received promised said David
 to pay him twenty three pounds fourteen shillings
 in Sheep Horses or Horned Cattle by the first day of Oc-
 tober then next at the appraisement of Indifferent Men
 and the said David in fact says he has been always
 ready to receive and accept the same, nevertheless the
 said Theodoros hath never paid the same as aforesaid
 to the damage of the said David thirty five pounds.
 the Plt appears by Joseph Hawley Esq. his Att. and the
 said Theodoros the three times publicly called to come
 into Court doth not appear therefore it is consi-
 dered by the Court that the said David do recover
 against the said Theodoros twenty four pounds
 sixteen shillings and three pence lawful money
 damages and cost of suit taxed at two pounds and
 four pence after all which the said Theodoros by
 Simons Strong Esq. comes here and appeals from the
 Judgment of this Court to the Superior Court of Judicature
 to be holden at Northampton within and for the
 County of Hampshire on the last Tuesday of April next
 and he recognises with Sureties as the law directs for
 the said Theodoros prosecuting his s. appeal with effect
 as by recognizance on file appears.

David
 vs
 Doty
 N^o 22

Bilead Fowler of Westfield in the County of Hamp-
 shire yeoman Plt vs Simons Ashley of Westfield
 aforesaid yeoman Deft. in a plea of the Case for
 that the said Simons at said Westfield on the tenth
 day of August 1771 by his Note of that date for
 value received promised said Bilead to pay him thirty
 one pounds six shillings and five pence lawful money
 on demand with use till paid, yet said Simons hath
 never paid the same to the damage of the said Bilead
 twenty pounds. the Plt. appears by Samuel Fowler Gent
 his Att. and the said Simons the three times pub-
 licly called makes default of appearance here therefore
 it is considered by the Court that the said Bilead
 do recover against the said Simons thirteen pounds
 six shillings and nine pence lawful money damages
 and cost of suit taxed at one pound fifteen shillings
 and three pence, and now the said Simons by John
 Phelps Gent his Att. comes here and appeals from the
 Judgment of this Court to the Superior Court of Judicature
 to be holden at Northampton on the last Tuesday of April
 next and he recognises with Sureties as the law directs for the
 said Simons prosecuting his said appeal with effect as by re-
 cognizance on file appears.

Fowler
 vs
 Ashley
 N^o 23

Ashley
vs
Hazzard
No 24
Simon Ashley of Westfield in the County of Hampshire
yeoman Plt vs Steward Hazzard of said Westfield yeoman
Deft. in a plea of the Case for that the said Steward at
said Westfield on the last day of August last being Just-
ly Indebted to the said Simon in the Sum of seven
pounds lawful money for sundry articles of Book Acc.
and being so Indebted he the said Steward then and
there in Consideration thereof Assured on himself and
to the said Simon faithfully promised to pay him the
same on demand, yet said Steward hath never paid the
same to the damage of the said Simon nine pounds.
the Plt appears by Samuel Fowler Gent. his att. and
moves that this Action may be continued the Deft. being out
of the Province, and the said Parties accordingly have
a day before the Lord the thing here untill the second
Tuesday of Feby next following said second Tuesday of
November aforesaid.

Dewey
vs
Dewey
No 25
Thomas Dewey of Westfield in the County of Hampshire
yeoman Plt vs Israel Dewey of said Westfield yeoman De-
ft. in a plea of the Case for that the said Israel ~~on the~~ at
said Westfield on the fifteenth day of March last by
his note of that date for value received promised said
Thomas to pay him forty pounds lawful money by
the first day of June then next with Interest from
the first day of May then next untill paid. Yet sd.
Israel hath never paid the same to the damage of the
said Thomas nine pounds nineteen Shillings. -
the Parties appear by Worthington for Deft. and Strong Esq.
for the Plt and move that this Action may be conti-
nued, and the said Parties accordingly have a day before
the Lord the thing here untill the second Tuesday of
Feby next following said second Tuesday of Novemb. aforesaid.

Dewey
vs
Dewey
No 26
Israel Dewey of Westfield in the County of Hampshire
yeoman Plt vs Thomas Dewey of said Westfield yeoman
Deft in a plea of the Case for that said Thomas at said
Westfield on the last Monday of Septemb. 1771 being
Justly Indebted to the said Israel in the Sum of eight
pounds two Shillings and Eleven pence for sundry
articles of Book Acc. according to the Acc. annexed to the
Writ he the said Thomas being so Indebted in Consider-
ation thereof then and there Assured on himself and
to the said Israel faithfully promised to pay him the
same sum on demand yet the said Thomas hath ne-
ver paid the same to the damage of the said Israel
nine pounds nineteen Shillings the Parties appear on
the Plt by John Worthington Esq. and the Deft. by Simon Strong
Esq. and move that this Action may be continued.

and the said Parties accordingly have a further day before
the Lord the thing here untill the second Tuesday of
Feby next following said second Tuesday of November aforesd.

120

John Williams of Dursfield in the County of Hampshire
Gent. and Eunice Williams of D. Dursfield single Woman
Plt: vs Joseph Mitchel of Ashfield in said County
yeoman Deft. in a plea of the Case for that the said Jo-
seph at D. Dursfield on the tenth day of August last
by his Note of that date for value reciev^d. promised said
John and Eunice to pay them thirty five shillings and
one penny lawful money on demand with Interest
till paid. Also for that the said Joseph at D. Dursfield
on the same tenth day of August by his other Note of
that date for value reciev^d. promised said John & Eunice
to pay them the other sum of thirty five shillings and
one penny lawful money on demand with Interest
till paid Yet said Joseph hath never paid either of
sums to the damage of the said John and Eunice six
pounds the Plt^s appear by Samuel Barnard Gent. their
att^y and the said Joseph the three times publicly called
to come into Court doth not appear therefore it is Consi-
dered by the Court that the said John and Eunice
do recover against the D. Joseph three pounds Eleven
shillings and four pence lawful money damages and
Cost of Suit tax'd at one pound Eighteen shillings and
nine pence and thereof &c - Ex Sp^s. 28th Novemb^r. 1771 -

Williams
vs
Mitchel
N^o 20

Roger Strickland of a place called Namber-Swen in the
County of Hampshire yeoman Plt^s vs Timothy Lewis
of Ashfield in said County yeoman Deft. in a plea of the
Case for that said Timothy at said Ashfield on the fifteenth
day of May last by his Note of that date for value reciev^d.
promissed D. Roger to pay him the value of two pounds
fourteen shillings and four pence lawful money in good
wheat or Oye on or before the fifteenth day of August then
next with Interest till paid. Also for that the said Timothy
at said Ashfield on the same fifteenth day of May by his
other Note of that date for value reciev^d. promised said Roger
to pay him the other sum of two pounds fourteen shil-
lings and four pence lawful money on or before the fif-
teenth day of Octob^r. then next with Interest till paid.
Yet said Timothy hath never fulfilled either of his aforesd.
promises to the damage of the said Roger Eight pounds.
the Plt appears by Samuel Barnard Gent. his att^y and the
said Timothy the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Roger do recover against the said Timothy
five pounds Eleven shillings and ten pence lawful
money damages and Cost of Suit tax'd at two pounds
and now the said Timothy by Joseph Hawley Esq. his att^y
appeals from the Judgment aforesaid to the Superior.

Strickland
vs
Lewis
N^o 21

Strickland
vs
Lewis
N^o 29 } Superior Court of Judicature to be holden at Northamp.
to within and for the County of Hampshire on the last
Tuesday of April next and he recognises with sureties as
the Law directs for the said Stricklands prosecuting his
said appeal with effect as ^{pro} recognisance on file appears

Plumb
vs
Hinnman
N^o 30 } Wait Plumb of Middletown in the County of Hart-
ford and Colony of Connecticut yeoman P^{et}. vs Enos
Hinnman of Lanesborough in the County of Berkshire
yeoman D^{ef}. in a plea of the Case for that the d.
Enos at Northampton in the County of Hampshire on
the first day of April 1779 by his Note for value
received promised said Wait to pay him six pounds lawful
money by the first day of September. then next with
Interest after September. till paid. yet the said Enos hath
not paid the same to the damage of the said Wait twelve
pounds. the P^{et}. appears by Jonathan Bliss Esq. his Att^y.
and the said Enos the three times publicly called to
come into Court doth not come therefore it is consider-
ed that the said Wait do recover against the said Enos
six pounds fifteen Shillings and three pence lawful
money damages and Cost of Suit taxed at two pound
fifteen Shillings and eight pence, after all which the
said Enos by Joseph Hawley Esq. his Att^y. comes here and
appeals from the Judgment of this Court to the Supe-
rior Court of Judicature to be holden at Northamp-
ton within and for the County of Hampshire on the
last Tuesday of April next and he recognises with sure-
ties as the Law directs for the d. Enos prosecuting his
said appeal with effect as ^{pro} recognisance on file appears.

Miller
vs
Sikes
N^o 31 } Joseph Miller of Springfield in the County of Hamp-
shire yeoman P^{et}. vs Joseph Sikes of Belcher town in
said County yeoman D^{ef}. in a plea of the Case for
that the said Sikes at said Springfield on the twenty first
day of May last past by his Note for value received pro-
mised the said Miller to pay him or Order five pounds
ten Shillings and ten pence lawful money on demand
with Interest till paid yet said Sikes hath not paid
the same to the damage of the said Miller nine pounds
the P^{et}. appears by Jonathan Bliss Esq. his Att^y. and the
said Sikes the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Miller do recover against the said Sikes -
five pounds fourteen Shillings and one penny lawful
money damages and Cost of Suit taxed at one pound
eighteen Shillings and ten pence and thereof he may
have his Ex- Ex is. 20th Jan^y 1772

Parsons
vs
Hall
N^o 33 } Jonathan Parsons of Newbury Port in the County
of Essex Clerk. P^{et} vs Samuel Hall of Granville
in the County of Hampshire yeoman D^{ef}.

in a plea of the Case for that the said Samuel at said Granville on the sixteenth day of June 1770 by his note for value received promised the said Jonathan to pay him thirteen pounds lawful money by the sixteenth day of June then next with Interest till paid yet said Samuel hath never paid the same to the damage of the said Jonathan eighteen pounds. the Plt appears by Jonathan Bliff Esq. his Att^r. and the said Samuel the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Samuel four pounds one shilling and ten pence lawful money damages and Cost of Suit tax'd at three pounds fourteen shillings and six pence. and now at this time the said Samuel by John Philips Gent his Att^r. appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and he recognises with Sureties as the Law directs for the said Samuel prosecuting his ^d. appeal with effect as by Recognizance on file appears

John Norton of Suffolk in the County of Hampshire (Norton
husbandman Plt. vs Stephen ~~Hickox~~ of Granville in
D. County yeoman Def^t. in a plea of the Case for that
the said Stephens at Granville aforesaid on the twenty
seventh day of June last by his Note for value received
promised the said John to pay him ten pounds
twelve shillings and six pence lawful money on demand
with Interest till paid. yet said Stephens hath not paid
the same to the damage of the said John eighteen pounds
the Plt appears by Jonathan Bliff Esq. his Att^r. and
the said Stephens the three times publicly called makes
default of appearance here therefore it is considered
by the Court that the said John do recover against
the said Stephens ten pounds sixteen shillings and
four pence lawful money damages and Cost of
Suit tax'd at two pounds three shillings and ten pence.
and thereof he may have his Ex - Ex is. 15th Janry 1772.

Whereas John M^cClister of Enfield in the County of M^cClister
Hampshire yeoman. before the Justices of the Inferior
Court of Common pleas holden at Springfield within and
for the County of Hampshire on the third
Tuesday of May 1771 by the Consideration of ^d. Justices
reversed Judgment against Alexander Simpson late of
Sunderland in the County of Albany and Province
of New York yeoman for the sum of three pounds
twelve shillings and six pence one farthing lawful
money damages and one pound nine shillings and
ten pence for his Costs &c whereof the said Alexander is

McGlisters is convicted as by the Record thereof in S. Court remain-
ing is manifest and appears. and altho Judgment be
thereof given and Execution for the damages and costs
aforesaid in due form &c was accordingly issued and
granted thereon to the said John dated 22. day of July
D 1771 directed to the Sheriff of the County of Hamp-
shire his under Sheriff or Deputy and Returnable into
S. Court then next to be holden at Springfield on the last
Tuesday of August then next, which S. Execution was af-
terwards viz on the twenty ninth day of July D 1771
at S. Springfield was delivered by the said John to William
Pyncheon junr then and were since a Deputy Sheriff under
Solomon Mudd and Esq. Sheriff of S. County of Hamp-
shire to be served executed and returned according to law
and afterwards viz on the twenty seventh day of ~~July~~
August last he the S. Wm Pyncheon junr made returns of
said Writ of Execution into S. Inferiour Court held
at Springfield within and for S. County of Hampshire
on the last Tuesday of August last. and Endorsed on the
same Writ that he returned it wholly unsatisfied as
by S. Execution now on file appears. and whereas when
the said Alexander was attached by the Original Writ
on which S. Judgment was founded and given, here-
tofore viz on the thirteenth day of April last. Jer-
miah Snow of Springfield in S. County of Hampshire
yeoman by his bond to S. Sheriff of that date duly ex-
ecuted beame and was bail and Surety for the said
Alexander Simpson's Appearance at the Court to which
the same Writ was returnable and answering thereto
and to the plea of the said John therein declared but also
for his the said Alexander's abiding and performing the
Judgment of said Court thereon and not departing
without licence as by S. Bond in Court to be produced
appears. Never theless the said Alexander did not appear
at said Court nor hath he any way satisfied the Judg-
ment of S. Court but did depart without licence and
avoid and hath utterly avoided. and the same Judg-
ment yet remains in full force not annulled revers-
ed discharged or satisfied as we have heard from the
suggestions of the said John but he supplicates remedy
for him in this behalf and you are commanded to
make known to the said Jeremiah Snow that he ap-
pear before the Justices of the Inferiour Court &c next
to be holden at Northampton within and for the
County of Hampshire on the second Tuesday of Novemb:
D 1771 then and there to shew cause if any he has
why the S. John ought not to have Ex- against him
the said Jeremiah for his damages and Cost afores?

the P^t. appears by Jonathan Bliss Esq. his Att^y and the said Jeremiah the three times publicly called makes default of appearance here therefore it is considered that the said John have execution against the said Jeremiah for the sum of five pounds four shillings and three pence one farthing lawful money Debt and two pounds three shillings and three pence Costs of Court &c Ex is. Jan^y 11th 1772

Herekiah Chaffer of Windsor in the County of Hartford and Colony of Connecticut Physician P^t. vs John Wright of Springfield in the County of Hampshire yeoman Deft. in a plea of the case for that the said John at Springfield aforesaid on the thirteenth day of May 1771 by his Note for value received promised the said Herekiah to pay him or Order three pounds three shillings and seven pence lawful money on demand with Interest till paid, yet said John hath not paid the same to the damage of the said Herekiah seven pounds. the P^t. appears by Jonathan Bliss Esq. his Att^y and the said John the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Herekiah do recover against the said John two pounds eight shillings and eleven pence two farthings lawful money damages and Cost of suit taxed at two pounds and six pence and thereof he may have Ex-Ex. is. 2nd Decemb^r 1771 —

Chaffer
vs
Wright
N^o 36

Preserved White j^r of Springfield in the County of Hampshire yeoman P^t. vs Luther White of S. Springfield yeoman Deft. in a plea of the case for that the said Luther at said Springfield on the first day of Octob^r 1771 being Indebted to the said Preserved in the sum of three pounds eight shillings and one penny lawful money to ballance Acc^t: according to the acc^t. to the Writ annexed he the said Luther then and there in consideration thereof promised the said Preserved to pay him the same on demand, also for that there afterwards on the same day whereas the said Preserved had there before that time found and provided for the said Luther at his Special Instance and request other meat drink washing and lodging and Apparel than those in the acc^t. annexed mentioned he the said Luther then and there in consideration thereof promised the said Preserved to pay him so much money as he therefor reasonably deserved to have on demand and the said Preserved says that he did therefore reasonably deserve to have of the said Luther another sum of five pounds nineteen shillings and five pence like money viz at Springfield aforesaid of all, but by the said Luther then and there had notice

White
vs
White
N^o 37

White
vs
White
N^o 37) the same sums nor either of them to the damage of
the said Preserved seven pounds the P^{ts} appears by
Jonathan Bliss Esq. his Att^y. and the said Luther the
three times publicly called makes default of appearance
here therefore it is considered by the Court that the
Preserved do recover against the said Luther three pounds
eight shillings and one penny lawful money da-
mages and cost of suit taxed at one pound nineteen
shillings and two pence and thereof he may have
his Ex — *Ex. ind.*

Smith
vs
Allen
N^o 38) Oliver Smith of Sturbridge in the County of Worces-
ter yeoman P^{ts}. vs Abel Allen of South Brimfield
in the County of Hampshire yeoman Deft. in a
plea of the Case for that said Abel at Northampton in
S^c. County of Hampshire on the second day of Octob^r
Dopp^t was justly indebted to said Oliver in the
sum of seven pounds lawful money for labour and
service before that time there done and performed
by said Oliver for said Abel viz from the first day
of June last to the said second day of Octob^r at the
Special Instance and Request of said Abel and in Con-
sideration thereof the said Abel then and there assumed on
himself and to said Oliver faithfully promised to pay him
the same on demand and also for that said Abel there af-
terwards viz on the same second day of October in Consi-
deration that Oliver had laboured for and served S^c. Abel
four months other than the labour and service afores^d.
before that time there at the like Instance and request of
said Abel he the said Abel assumed on himself and there-
to faithfully promised S^c. Oliver to pay him there for
so much money as he reasonably deserved to have when he
should be thereto requested, and the said Oliver avers that
he reasonably deserved to have the other sum of seven-
pounds of which said Abel then and there had notice
yet said Abel hath never paid either of the sums afores^d.
to the damage of the said Oliver twenty pounds. the P^{ts}
appears by Joshua Wigham Esq. his Att^y. and the said
Abel the three times publicly called makes default of
appearance here therefore it is considered by the Court
that the said Oliver do recover against the said Abel seven
pounds lawful money damages and cost of suit taxed
at two pounds ten shillings and four pence and there-
of he may have his Ex —

Davis
vs
Dimonick
N^o 39) John Davis late of South Brimfield in the County of
Hampshire yeoman P^{ts} vs Shubal Dimonick of S^c.
South Brimfield yeoman Deft in a plea of the Case for
that said Shubal at Northampton in S^c. County on the
third day of Novemb^r last past by his Note of that date
for value received promised damages to pay him three

pounds lawful money on demand with Interest till paid
 yet said Thubal hath never paid the same to the damage
 of the said John ten pounds the Plt appears by Joshua Up-
 ham Esq. his att. and the said Thubal the three times
 publicly called to come into Court on a mes default of
 appearance here therefore it is considered by the
 Court that the said John do recover against the said Thubal
 three pounds eight shillings and eight pence lawful money
 damages and cost of suit taxed at two pounds eight
 shillings and six pence and therefore Ex is. 6th Jan'y 1772

Phineas Upham of Brookfield in the County of Wor { Upham
 as Plt vs David Reed of Williamsburgh in { Reed
 the County of Hampshire yeoman Def. in a plea of { No 10
 the Case for that said David at Springfield in S. County
 of Hampshire on the tenth day of June 1770 by his
 Note of that date for value received promised said Phineas
 to pay him or his Order two pounds one shilling and
 eight pence lawful money on demand with Interest
 till paid. Yet said David hath never paid the same to
 the damage of the said Phineas eight pounds. the Plt
 appears by Joshua Upham Esq. his att. and the said
 David by Joseph Hawley Esq. his att. and humbly move
 that this Action may be continued. and it is considered
 that the said Parties have a day before the Lord the King
 here untill the second Tuesday of February next following
 said second Tuesday of November aforesaid.

David Vanhorne of the City and County of New York { Vanhorne
 in the Province of New York Esq & Merchant Plt vs { vs
 Jacob Cooke who was lately Jacob Cooke jr. of Granville { Cooke
 in the County of Hampshire yeoman Def. in a plea { No 11
 of Trespass for that the said Jacob at Blanford in S. County
 of Hampshire on the first day of March 1770 and on
 divers days and times between the said first day of March
 and the twenty eighth day of July last one Close of the Plaintiffs
 there called and known by the name of Lot No 4. with force
 and Arms did break and enter and cut off the Plts trees then
 and there growing of the value of ten pounds with force
 and arms then and there cut down and destroy'd and
 the soil of the said Close viz of eight acres thereof the said
 Jacob then and there did plough &c and eight acres of
 the standing Corn of the said David viz wheat then and there
 growing of the value of twenty pounds he the said Jacob
 then and there with force and Arms did cut down and
 carry away and many other enormities against the
 peace &c to the damage of the s. David thirty pounds. the
 parties appear by their respective att. viz the Plt by John
 Washington Esq. and Def by Joseph Hawley Esq. and move
 for a continuance of this action and the said Parties

Vanhome } accordingly have a day before the Lord the thing here
Cooker } untill the second Tuesday of Febry next following
N^o 41 } said second Tuesday of Novemb^r. aforesaid.

Worthington } John Worthington of Springfield in the County of Hamp-
vs } shire Esq. Plt. vs Ruben Lathridge of Pelham in
Lathridge } said County yeoman Def. in a plea of the case for
N^o 42 } that D. Ruben at D. Springfield on the thirtieth day of
Febry 1770 by his Note of that date for value reciev^d.
promised said John to pay him or order seven pounds
lawful money on or before the first day of Octob^r. then
next with Interest till paid Yet said Ruben hath not
paid the same to the damage of the said John nine
pounds, the Plt appears in his own proper Person and
the said Ruben the three times publicly called makes
default of appearance here therefore it is considered
that the said John do recover against the said Ruben
seven pounds fourteen shillings and seven pence law-
ful money damages and Cost of Suit taxed at £
and now the said Ruben by Joseph Mawley Esq. his Att^r.
comes here and appeals from the Judgment of this
Court to the Superior Court of Judicature to be
holden at Northampton within and for the County
of Hampshire on the last Tuesday of April next and
he procures with sureties as the Law directs for the
said Ruben prosecuting his D. appeal with effect as
by D. Magnificence on file appears.

Idem } John Worthington of Springfield in the County of Hamp-
vs } shire Esq. Plt vs John Addams of Amherst in D. County
Addams } yeoman Def. in a plea of the case for that D. Addams
N^o 43 } at Springfield afores^d. on the twenty seventh day of Novemb^r.
1770 by his Note of that date for value reciev^d. promised
said Worthington to pay him or order eight pounds four
shillings lawful money on demand with Interest
till paid Yet said Addams hath never paid the same
to the damage of the said Worthington ten pounds—
the Plt. appears by his own proper Person and the said
Addams the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Worthington do recover against the said
Addams eight pounds thirteen shillings and seven
pence lawful money damages and Cost of Suit
taxed at one pound nineteen shillings and four pence
and thereof he may have his Ex- Ex^r. 11th March 1772

Pynhon } William Pynhon of Salem in the County of Essex
vs } Esq. and Joseph Pynhon of Guilford in the County of New-
Glover } Haven and Colony of Connecticut Esq. and Margaret
N^o 44 }

124

Williams of Dursfield in the County of Warrington Widow
and Heir of Elijah Williams late of D. Dursfield Esq. decd.
who was formerly Margaret Pyncheon Plt. vs Samuel
Glover of Wilbraham in D. County of Warrington yeoman
Def. in a plea of Entry on Disseisin in the Part wherein they
demand against the said Samuel sixty five acres of Land
in D. Wilbraham being a part of the Lands of the Original
Township of Springfield called the outward Commons
of said Town and is the thirty fourth Lot in number
in the second or middle division of the said Commons
on the East side of Connecticut River bounding Northerly
on the thirty third Lot in number in the same Division
originally granted and laid out to one Lazarus Miller
Easterly on the East line of D. Township of Springfield as
it originally was and which is now the East line of
the said District of Wilbraham Southerly on the thirty
fifth Lot in the same division and Westerly on the West
line of D. Division of Commons with the appurtenances
as the Right and Inheritance of the said William Joseph
and Margaret whereof one David Ingersoll unjustly and
without Judgment dispossessed William Pyncheon formerly
of D. Springfield Esq. decd. father of the D. Plt. whose heirs
they are and say that the said William Pyncheon the father
within forty years last past was seized of the demanded
premises with the appurtenances in his own Right
as of his Inheritance and Right in a peaceable time
in the Reign of George the second taking the profits
thereof to the value of twenty Shillings by the year and
the said David Ingersoll unjustly and without Judgment
dispossessed him and from the said William Pyncheon the
father the Right to the Lands afores. with the appurtenances
defended and came to the said William Pyncheon one of the Plts.
and to one Sarah Pyncheon the said Margaret one Daniel
John Pyncheon and the said Joseph his Children & Heirs
in the following proportion viz the Right to two sixths
parts thereof to the D. Wm M Plt. and one sixth part thereof
to each of the other Children, and afterwards the D. Daniel
John Pyncheon died without Wife or Issue and the Right
to his sixth part of the premises demanded thereupon defended
and came to the D. William the Plt. and D. Sarah Margaret
and Joseph in Equal Shares or proportions and that
afterwards the said Sarah died without leaving or ever
having had Issue of her Body and thereupon the whole
Right of the said Sarah in the premises defended and
came to the D. Wm Margaret, and Joseph in Equal
Shares and that the said Samuel had no Entry into the
Lands aforesaid with the appurtenances until after the

Symon
vs
Glover
N^o 14

the Dississin which the said David Ingersol unjustly and without Judgment committed as aforesaid. Yet the said Samuel unjustly holds the P^{tt}. out of the same to the damage of the said William Joseph and Margaret sixty pounds. the P^{tt}. appear by John Worthington Esq. and the said Samuel by Jonathan Bliss Esq. comes into Court and prays leave to repair to the next Term of this Court that he may have opportunity to summon David Ingersol to warrant to him the demanded premises whose due with Warranty he hath and that the Writ of the Lord the King of Sum. ad Warrantia r^{and}um may be granted for this purpose. and the S. Parties accordingly have a day before the Lord the King hereuntil the Second Tuesday of Feb^y next following S. Second Tuesday of Novemb^r afores.

Pittibone
vs
Steward
N^o 16

Ozias Pittibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. P^{tt}. vs Archibald Steward of Granville in the County of Hampshire yeoman Def^t. in a plea of the Case for that the said Archibald at Northampton in S. County of Hampshire on the last day of August last being justly indebted to the P^{tt}. in the sum of two pounds one shilling and two pence lawful money for sundry goods &c there before that time sold and delivered by the P^{tt}. to the said Steward and Interest therefor according to the schedule to the Writ annexed. and being so indebted he the said Archibald then and there in consideration thereof promised the P^{tt}. to pay him the same on demand. Yet S. Archibald hath not performed his S. promise to the damage of the said Ozias three pounds. the P^{tt}. appears by John Phelps Gent. his Att^y and the said Archibald the three times publicly called makes default of appearance here therefore it is considered that the said Ozias do recover against the said Archibald two pounds one shilling and two pence lawful money damages and cost of suit taxed at two pounds three shillings and two pence and therefore - Ex is. 1th Jan^y 1772

Talbot
vs
Winchel
N^o 18

Matthew Talbot of Middletown in the County of Hartford and Colony of Connecticut Esq. P^{tt}. vs Benjamin Winchel ^{late} of Farmington in S. County now of Watfield in the County of Hampshire yeoman Def^t. in a plea of Tresspass on the Case for that the said Benjamin at Northampton in S. County of Hampshire on the last day of March 1770 being justly indebted to the S. Matthew in the sum of forty three pounds thirteen & one penny lawful money for sundry goods &c there

before that time sold and delivered by the said Matthew to the said Benjamin at his special Instance and request according to the Schedule to the Writ annexed and being so Indebted to the said Benjamin then and there in consideration thereof undertook and faithfully promised the said Matthew to pay him the same on Demand yet the said Benjamin hath not performed his said promise to the damage of the said Matthew fifty pounds. The Parties appear and humbly pray that this action may be continued, and the said Parties accordingly have a day before the Lord the thing here untill the second Tuesday of Feby next following said second Tuesday of Novemb^r. aforesaid.

Israel Dewey of Westfield in the County of Hampshire
 yeoman Plt. vs Thomas Dewey of d. Westfield yeoman Deft.
 in a plea that the said Thomas owes to the said Israel
 one hundred and forty pounds lawful money which
 to him he owes and from him unjustly detains, and
 whereon the said Israel says that at Northampton in d.
 County on the twenty ninth day of April in the seventh
 year of his Majesty's reign D. 1771 the said Thomas by
 his bond of that date in Court to be produced bound and
 obliged himself to the said Israel in the sum of one
 hundred and forty pounds to be paid him on demand
 yet the said Thomas hath never paid the same to the
 damage of the said Israel one hundred and forty pounds
 the Parties appear by their respective Att^{rs} or the Plt. by
 John Phelps Gent. and the Deft. by John Worthington Esq.
 and move for a continuance of this action, therefore
 it is considered that the said parties have a day before
 the Lord the thing here untill the second Tuesday
 of Feby next following said second Tuesday of Novemb^r.
 aforesaid.

Benoni Sacket of Westfield in the County of Hampshire
 shire yeoman Plt. vs Asa Noble of d. Westfield Gent.
 Deft. in a plea that the said Asa owes to the said Be-
 noni two pounds nine shillings and three pence which
 to the Plt. he owes and from him unjustly detains
 and whereon the said Benoni says that at an Inferiour
 Court of Common pleas holden at Springfield within
 and for d. County of Hampshire on the last Tuesday of
 August D. 1767 and in the seventh year of his Majesty's
 reign by the Judgment of the same Court he recovered
 Judgment against the said Asa for six shillings and
 three pence lawful money damages and two pounds
 and three shillings Costs of Suit whereof the said Asa
 is convicted as by the Record thereof in d. Court there
 remaining is fully manifest and appears. which Judgment yet

Dewey
 vs
 Dewey
 No 50

Sacket
 vs
 Noble
 No 51

Sackel
vs
Noble
N^o 51

yet remains in its full force and effect not satisfied nor reversed whereby an action hath ensued to the to the P^{lt}. to demand and have of the said Asa the said two pounds nine shillings and three pence nevertheless the said Asa hath never paid the same to the damage of the said Benoni seven pounds. the P^{lt}. appears by John Phelps Gent. his Att^r. and the said Asa the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Benoni do recover against the said Asa three pounds one shilling and eight pence lawful money Debt and Damages and cost of Suit taxed at one pound fifteen shillings and ten pence and thereof he is? 3^d March 1772

Smith
vs
Taylor et al
N^o 52

Isaiah Smith of Westfield in the County of Hampshire yeoman P^{lt}. vs Nathaniel Taylor yeoman and Hershiah Hills yeoman both of Mansion in S^t. County Dist^t. in a plea of the Case for that the said Nathaniel and Hershiah at said Westfield on the eighth day of July last past by their Note of that date for value received promised the said Isaac to pay and deliver to him at Leonard's ferry in Springfield one good ox cart new and made workman like with new boxes and bands with six bills and to be a tippe cart and all fit to run ^{except the tire} and deliver the same by the first day of Octob^r then next at the place aforesaid or pay three pounds and ten shillings by S^t. first day of Octob^r Interest from then till paid and the P^{lt} avers that he has always been ready at S^t. Ferry to receive said cart yet said Nathaniel and Hershiah or either of them have not delivered S^t. cart or in any wise fulfilled their promise to the damage of the said Isaac five pounds. the P^{lt}. appears by John Phelps Gent. his Att^r. and the said Nathaniel and Hershiah the three times publicly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said Isaac do recover against the said Nathaniel and Hershiah three pounds ten shillings and six pence lawful money damages and cost of Suit taxed at one pound eighteen shillings and eight pence and thereof he may have his ~~cost~~ ^{cost} is? 3^d March 1772

Pynchon
vs
Smith
N^o 53

George Pynchon of Springfield in the County of Hampshire Gent. P^{lt}. vs Lydia Smith of Rockbridge in the County of Berkshire single woman and Spinster Dist^t. in a plea of the case for that whereas S^t. Lydia at S^t. Springfield on the last day of May 1767 was justly indebted to the said George in the sum of four pounds two shillings and eight pence for divers goods by him the said George to her the said Lydia at her official instance and request there before that time sold and delivered

to the said Lydia being so indebted she then and there in consideration thereof assumed on her self and to the said George faithfully promised to pay him $\text{£} 4$ four pounds two shillings and eight pence whenever afterwarde she should be thereto requested. And also for that whereas afterwarde in the same day any year last aforesaid at $\text{£} 4$ Springfield the $\text{£} 4$ George at the Special Instance and request of the said Lydia had sold and delivered her other goods &c she the $\text{£} 4$ Lydia in consideration thereof faithfully promised $\text{£} 4$ George to pay him so much ~~money~~ ^{money} as he for $\text{£} 4$ Goods reasonably deserved to have, and the $\text{£} 4$ George in fact says that for $\text{£} 4$ Goods he reasonably deserved to have four pounds two shillings and eight pence. yet the said Lydia hath never paid the same to the damage of the said George nine pounds. the Plt. appears by John Worthington Esq. his Att^r. and the said Lydia the three times publicly called makes default of appearance here. therefore it is considered by the Court that the said George do recover against the said Lydia four pounds two shillings and eight pence lawful money damages and cost of Suit taxed at two pounds seven shillings and eight pence and thereof he may have his Executions. — Ex. is. 22nd Septemb^r 1772.

Elisha Gilbert late of Springfield in the County of Hamp^s Gilbert shire yeoman by John Worthington Esq. his Guardian ^{or} Cole by this Court appointed humbly shews that his body was ^{as} arrested to answer unto Samuel Cole jun^r of Gageborough ^{N^o 54} in the County of Berkshire yeoman in the plea mentioned in his $\text{£} 4$ Writ bearing date the 11th of Octob^r 1771 and that the said Samuel hath discontinued his Suit he therefore prays that he may be allowed his Costs. therefore it is considered by the Court that the said Elisha do recover against the said Samuel his Cost taxed at one pound eight shillings and thereof he may have his Ex — Ex. is. 24th July 1772

The foregoing Judgments &c being made and entered up in manner aforesaid the said Court was then adjourned without Day

Att^r. W^m Williams Clerk —

Hampshire *vs* Anno Regni Georgii Tertii Regis Magnae
Britaniae Franciae et Hiberniae duodecimo

At the Inferiour Court of Common pleas hold-
en at Northampton within and for the County of
Hampshire on the second Tuesday of Febr'y being
the Eleventh day of s^d. Month, Anno Domini 1772

Present

Israel Williams Esq.

Oliver Partridge Esq.

Timothy Dwight Esq.

Thomas Williams Esq.

Justices of s^d. Court.

Jury Impannelled

Granby Aaron Nash foreman

s^r. { Joseph Siden —

Erskine Morgan —

s^r. { Medad Edwards —

Joel Hunt —

Had. Warham Smith —

Hat. Phazar Gows —

West. Alexander Grant —

North? Ebenezer Field —

Pel. Eliot Gray —

Amh. Moses Cook —

Green? John Graves —

In the case Clark vs Hannum Gray off. Simon Clap on. in the case
Smith vs Scott. Eliot Gray and Warham & Smith off. Nathl Leonard & Henry Tomney

Continued Actions.

Dunsmore att^r. { William Dunsmore of Lancaster in the County of Worcester
vs { Physician and Harrah his Wife Plt^r vs Noah Allen of
Allen — { Ashfield in the County of Hampshire Husbandman Def^t.
in a plea of Ejusdem rei as at large on Record heretofore
the Parties appear by their respective att^rs and humbly pray
for a further Continuance of this action, and the said par-
ties accordingly have a further day before the Lord the thing
here untill the third Tuesday of May next following s^d.
second Tuesday of Febr'y aforesaid.

Williams { Daniel Williams of Tafton in the County of Bristol Esq.
vs { Plt vs John Wilkie of Ashfield in the County of Hamp-
Wilkie { shire Husbandman Def^t. in a plea of Ejusdem rei
as at large on Record heretofore the Parties appear
by their respective att^rs and humbly move for a fur-
ther continuance of this action, and the s^d. Parties ac-
cordingly have a day before the Lord the thing here
untill the third Tuesday of May next following s^d.
second Tuesday of Febr'y aforesaid.

Dickinson { Noah Dickinson of Amherst in the County of Hamp-
vs { shire yeoman Plt. vs Timothy Clap yeoman and Will^m.
Clap att^r. { am Clap yeoman an Infant and under the age of twenty
one years, both of Amherst aforesaid Def^ts. in a plea
of Trespass &c as at large on Record heretofore.

And now the said Referee viz Messrs Pellet Esq. John Ingersoll Esq. and Salah Baronard Report as follows viz
 We the Subscribers being appointed Referee in the Case depending between Noah Dickinson Plt. and Timothy & Clap and William Clap Deft. and also to determine all Controversies and demands between them touching any Lands in the third Division in Amherst being Southward of a line thirty nine Rods Southward of the Road in Amherst called Pelham Road. having duly notified said Parties and fully heard them with their respective allegations and Proofs do thereupon Judge award and determine that in the Action aforesaid the said Noah Dickinsons do have and recover against the said William and Timothy the sum of twenty Shillings lawful money damages and Cost of Court and Cost of this Reference, the Cost of the Reference being twelve pounds four Shillings and three pence. and relative to the said Controversies and demands respecting the Lands aforesaid Southward of a line thirty nine Rods Southward of S. Pelham Road We do Judge award and determine that the said Lands lying Southward of S. line 39 rods Southward of S. Pelham Road and thence extending to the fence and to the Lands now in the Possession of the S. Noah excepting such part thereof as the Barn lately Preserved Claps duan? or part thereof now stands upon are the property of, and as of right belong to the S. Noah and that the said Noah do have and recover the same Lands Southward of S. Line excepting as before mentioned of and against the said Timothy & William and that this award be a final Settlement of S. Controversies and demands between S. Parties.

Therefore it is Considered by the Court that the said Noah do recover against the said Timothy and William one pound lawful money damages and Cost of Court and Reference taxed at twenty pounds eight Shillings and nine pence and likewise that he recover the Lands lying Southward of S. Line as above in S. Report. and thereof he may have his Ex —
 Ex isd 7th April 1772 —

Ephraim Pelton of Granville in the County of Hampshire Pelton
 shire Blacksmiths Plt. vs. Bilead Fowler of Westfield vs
 in said County yeoman Deft. in a plea as at large Fowler
 on Record heretofore, the Parties appear by their S. Attors
 and move for a further Continuance of this Action
 and the said Parties accordingly have a day before
 the Lord the thing here untill the third Tuesday of
 May next following said second Tuesday of Feb'y aforesd,

Pellon } Ephraim Pellon of Granville in the County of Hamp-
vs } shire yeoman Plt vs Biddad Fowler of Westfield in S.
Fowler } County yeoman Def. in a plea of Trespass &c as at large
on Record heretofore. the Parties appear by their respective
att^{rs} viz the Plt. by John Phelps Gent. and the Def. by
Jonathan Bliss Esq. and move for a further Continu-
ance of this Action, and the S. Parties accordingly have a day
before the Lord the thing here untill the third
Tuesday of May next following S. Second Tuesday of February
aforesaid.

Fowler } Biddad Fowler of Westfield in the County of Hampshire
vs } yeoman App^t vs Judah Palmer and Judah Palmer jun^r.
Palmer } both late of S. Westfield yeomen App^{tes} from the Judg-
ment of Edward Taylor Esq. &c as at large on Record
heretofore. the Parties appear by their respective att^{rs}
to wit, the App^t. by Samuel Fowler Gent. and the App^{tes}.
by John Phelps Gent. and humbly pray for a further
continuance of this Action, and the said parties accordingly
have a further day before the Lord the thing here
untill the third Tuesday of May next following
said Second Tuesday of February aforesaid.

Mathews } David Mathews of Colerain in the County of Hamp-
vs } shire yeoman Plt vs Jonathan Lilly of Walsfield in
Lilly } said County yeoman Def. in a plea of the Case &c
as at large on Record heretofore, the Parties appear
and humbly pray for a further Continuance of this
Action for want of a Material Witness on the Part of
the Plt. and the said Parties accordingly have a further
day before the Lord the thing here untill the third
Tuesday of May next following S. Second Tuesday of February
aforesaid.

Bagg } Moses Bagg of Springfield in the County of Hamp-
vs } shire yeoman Plt. vs Richard Fally of Westfield in
Fally } S. County yeoman Def. in a plea of the Case &c as
at large on Record heretofore. the Parties appear by
their respective att^{rs} viz Plt. by Worthington Esq. Def.
by Hawley Esq. and humbly move for a Continuance
of this Action, and it is considered that the said Parties
have a day before the Lord the thing here untill
the third Tuesday of May next following S. Second
Tuesday of February aforesaid.

Duway } Israel Duway of Westfield in the County of Hamp-
vs } shire yeoman Plt. vs Gideon Root of Southwiche in
Root } said County yeoman Def. in a plea of Ejusdem
&c as at large on Record heretofore. the Parties ap-
pear and the S. refers to whom this Case was referred viz

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viz Benjamin Day Jonathan White and Elisha Parks
do now report as follows viz We the subscribers Referees
appointed by the Hon^{ble} Justices of the Inferiour Court
in the County of Hampshire in August Term last in
the case depending between Israel Dewey of Wiltshire in S.
County of Essex Plt. and Gideon Root of S. Wiltshire Deft.
having heard the Parties their Witnesses Evidence &c
and fully considered the Cause do report that the said
Israel do recover against the said Gideon the Land hereafter
described being part of the Land demanded by S. Israel
in his Writ in the case aforesaid - that is to say begin-
ning at the Street at the West End of the second Pair
of Lots in the outwand Commons at the Northwest
Corner of Lot No 44 in S. Tiv in S. Israel's Writ
mentioned, and measuring on the North Line off S.
Lot to the fence made by S. Gideon viz 160 rods
from S. Street makes the Northwest Corner of the
Land we now award to S. Israel thence extending
on the same course viz East 9 degrees South twenty
three rods thence South 31 degrees West twenty six
rods thence West 9 degrees North to the S. Israel's other
Land of the 44 Lot now in his own Possession thence
by the S. Israel's other Land aforesd to the first bounds
and that the S. Israel recover against the S. Gideon the
Cost of Court and also the Cost of this Reference
being three pounds one Shilling. — therefore
it is considered that the said Israel do recover the
Lands in the aforesd Report described and Cost of Suit
taxed at five pounds Seven Shillings and eight pence
and thereof he may have his Ex. Ex in. 28th April 1772

Luke Bliss of Springfield in the County of Hamps (Bliss's Adm^r
shire Gent. Administrator of the Estate of Luke Bliss
late of S. Springfield Gent. deceased intestate. Plt vs {
Ebenzer Terry of Exfield in S. County Physician { Terry
Deft in a plea of the Case &c as at large on Record
heretofore. the Parties appear and the said Referees
to whom this case was referred viz Nathaniel Brewer
John Morgan jun^r and Isaac Hibbe do now Report
as follows viz We the subscribers &c do award Order
and determine that the S. Ebenzer Terry do pay
to the S. Luke Bliss Administrator as aforesd five pounds
five Shillings and six pence in full of the demands
in the Writ set forth & in Balance of A^{cts} subsisting
between S. deceased and S. Ebenzer and likewise that
the S. Luke Bliss Administrator as aforesd do recover Costs of
Court and Cost of this Reference being twenty four Shillings

169th March 1772
at Exfield in the County of Hampshire
I the undersigned Clerk of the Court do hereby certify that the above is a true and correct copy of the Report of the Referees in the above case as the same appears by the original in my possession
Witness my hand and Seal this 16th day of March 1772
J. C. Clerk of the Court

Johns Ex. Margaret Ashley of Westfield in the County of Hamp-
shire Widow, executrix of the last Will and Testament
Fowler) of Israel Ashley late of Westfield Esq. dec'd vs Bilead
Fowler of Westfield aforesaid yeoman's Deft. in a plea
as at large on Record heretofore. And now the said
Bilead comes and prays Oyer of the said Writing obliga-
tory declared on and it is read to him in the words fol-
lowing to wit. Know all men by these presents that
I Bilead Fowler of Westfield in the County of Hamp-
shire and Province of the Massachusetts Bay in New-
England Husbandman am holder and stand firmly
bound and obliged unto Israel Ashley of S. Westfield
in the full and Just sum of forty pounds lawful
money to be paid unto the said Israel Ashley his heirs
& Administrators to the which payment well and
truly to be made I bind myself my heirs Ex^{rs} & Ad^{rs}
and assigns firmly by these presents sealed with my
seal dated the 29th day of May 1753. the S. Bilead also
prays Oyer of the condition of the said Writing obliga-
tory and it is read to him in these words following, to
wit. It is to be remembered that a long time ago Jo-
siah Dewey was obliged to make and maintain a
East Gate into the plain at the South end of the
Town forever in consideration of a Lot of Land in
the meadow near S. Gate and S. Lot being conveyed
to Dr David Ashley became obliged to the same and
by S. David conveyed to Israel Ashley whereby he was
obliged to maintain S. Gate forever, now therefore
the condition of the above written obligation is that
if the above bounden Bilead Fowler his heirs and
assigns do make and maintain S. Gate into the me-
adow called the plain forever and Indemnify the S.
Israel Ashley from any damage arising therefrom
then the above written obligation shall be null & void
otherwise to remain in its full force and Virtue
signed sealed and delivered
in presence of
David Dewey
Margaret Ashley
rec'd. for ye same
£20. the tenor Bilead Fowler Ex^{rs}

Which being read and heard the S. Bilead defends
the force and Injury where he and pleads and says
that the S. Margaret ought not to have maintain-
tain her Action thereof against him the S. Bilead but
thereof right to be barred because he says that he the
said Bilead always after the making of the S. Writing
obligatory until the time of suing out the Att^{rs} -

Writ hath made and maintained s^d. Gate into s^d. meadow 124
called the plain and that the said Israel hath not ever
been any ways damaged thereby or by reason of his
the said Bilead not making or maintaining the gate
aforesaid all which the said Bilead is ready to verify
wherefore he prays Judgment whether the said Margaret
ought to have or maintain her s^d. actions thereof against
him the said Bilead and Judgment for his costs.

and the said Margaret reserving ^{mons. Relifs for s^d. Bilead} liberty of altering
this plea on the Trial of the Appeal says that by
any thing by the said Bilead above in pleading alleg'd
she ought not to be precluded from having her actions
aforesaid thereof against him maintained, because protest-
ing that the said Bilead after making the writing
obligatory afores^d. untill the time of suing out the writ
afores^d. never made or maintained s^d. Gate into the s^d.
meadow called the plain nor indemnified the said Israel
from all damage arising therefrom, for plea says that
after making the said Writing obligatory and before the
purchase of the writ aforesaid viz on the twentieth day
of June last past at said Westfield, the said Bilead suf-
fered the said Gate to be decayed ruinous and in want
of repair maintenance and amendment and hath
ever since permitted the said Gate to be decay'd ruinous
and in want of repair maintenance and amendment
and this she is ready to prove, wherefore she prays
Judgment that the debt aforesaid together with her da-
mages occasioned by detaining the same may be awarded
to her. Worthington & Relifs for s^d. Margaret.

and the said Bilead consenting to s^d. Reservation and
reserving liberty to waive this demurrer and Joins the
Issue tendered by the Plt. on the Trial of the appeal says
that the replication of the said Margaret above pleaded
and the matters therein contained are insufficient and
that he hath no need neither is he bound by the law of
the Land to answer thereto and this he is ready to verify
and thereof prays Judgment and Judgment for his costs
and the s^d. Margaret consenting to the reservation afores^d.
saith her replication afores^d. is sufficient &c. and thereof
prays Judgment &c. thereupon all and singular the
premises being seen and by the Court of the Lord the
thing now more fully understood for that it appears
to the said Court that the plea afores^d. of the s^d. Bilead
by him above pleaded and the matters therein contained
are an Insufficient Answer to the Declarations of the s^d.
Margaret and ought not to prevent the s^d. Margaret
from having and maintaining her actions aforesaid, and

Ashley Esq^r and because the said Bilead hath not denied in any-
manner the aforesaid action and plea of the d. Margaret
Fowler) therefore it is considered that the said Margaret do
recover against the said Bilead forty pounds lawful
money debt and cost of suit taxed at four pounds
six shillings pence which Judgment the d. Bilead
by his d. Att. appeals to the Superior Court of Ju-
diciary &c to be holden at Northampton within and
for the County of Hampshire on the last Tuesday of
April next and he recognises with Sureties as the Law
directs for the d. Bilead prosecuting his d. appeal with
effect as by d. Recognizance on file appears.

Marsh) Ebenezer Marsh of Hadley in the County of Hampshire
vs yeoman App^t vs David White of d. Hadley App^{ee} from the
White) Judgment of Elisha Porter Esq. &c as at large on Record
heretofore the Parties appear and the d. Referee viz. Daniel
Moody, Warham Smith, and Charles Phelps to whom this
Case was referred do now Report as follows viz, We the
Subscribers having met &c do Report it as our award
concerning the premises that the within mentioned
David shall recover of the said Ebenezer Marsh seven
shillings and five pence part of what the d. White
has sued for and that the d. David White shall pay
to the said Ebenezer Marsh two pounds and nine
pence in part of d. Ebenezer's Cost expended in and
about the suit and Reference, the App^{ee} herein his
proper person agrees that the sum awarded to him
shall be deducted from the sum awarded to the
App^t and that Judgment be rendered for the remainder
therefore it is considered that the d. Ebenezer do recover
against the said David one pound thirteen shillings
and four pence Costs of suit and the d. App^t by
Joseph Hawley Esq. acknowledges that he has received satis-
faction of this Judgment in full. Att^r Wm Williams Ser

Anderson) John Anderson of Shelburne in the County of Hamp-
vs shire yeoman Plt vs Robert Watson lately of Colerain
Watson & W^{ts} in d. County and Hannah his Wife Def^t. in a plea of
the case &c as at large on Record heretofore. The Plt
appears by Jonathan Ashley Esq. his Att^r and the
d. Def^t. the three times publicly called makes default
of appearance here therefore it is considered by the
Court that the said John do recover against the said
Robert and Hannah thirty seven pounds thirteen shil-
lings and four pence lawful money Debt, and

two pounds sixteen shillings and ten pence cost of Court 150
and thereof he may have his Ex - Ex. is? 1st May 1772

Simon Ashley of Westfield in the County of Hampshire { Ashley
yeoman Plt vs Edward Hazzard of D. Westfield yeoman Def. { Hazzard
in a plea &c as at large on Record heretofore. the Plt. be-
ing three times publicly called doth not appear therefore is
Nonsuit and the said Deft. likewise Defaulted.

Thomas Duvey of Westfield in the County of Hampshire { Duvey
yeoman Plt. vs Israel Duvey of D. Westfield Def. the Plt. { Duvey
the three times publicly called is nonsuit and the Deft.
likewise Defaulted.

Israel Duvey of Westfield in the County of Hampshire { Duvey
yeoman Plt vs Thomas Duvey of D. Westfield yeoman { Duvey
Def. in a plea &c as at large on Record heretofore
the Plt. the three times publicly called is Nonsuit and
the D. Thomas likewise Defaulted.

Phineas Upham of Brookfield in the County of Wor { Upham
ster Gent. Plt. vs David Reed of Williamsborough in the { Reed
County of Hampshire yeoman Def. in a plea of the cause
as at large on Record heretofore. the Plt appears by Joshua
Upham Esq. his att. and the said David Reed the three times
publicly called to come into Court doth not appear therefore
it is considered that the said Phineas do recover against the
said David two pounds five shillings and ten pence
one farthing lawful money damages and Cost of Court
taxed at two pounds ten shillings and six pence and
thereof he may have his Ex - Ex is? 17th March 1772

David Vanhorn of the City and County of New York { Vanhorn
in the Province of New York Esq. & Merchant Plt. vs {
Jacob Gooke who was late Jacob Gooke junr. of Granville { Gooke
in the County of Hampshire and now of a place a little
West of Blandford in the County of Berkshire yeoman Def.
in a plea of Trespass &c as at large on Record heretofore
the parties appear by their respective Att^{rs} viz Worthington
Esq. for the Plt. and Hawley Esq. for the Deft. and humbly
pray for a further continuance of this action, and the
D. Parties accordingly have a day before the Lord the thing
here untill the third Tuesday of May next following
D. second Tuesday of February aforesaid.

William Synchom of Salern in the County of Essex { Synchom
Esq. and others Plt. vs Samuel Glover of Milbrabram in { Glover
the County of Hampshire yeoman Def. in a plea
of Entry and Disseisin &c as at large on Record heretofore
the Parties appear by their respective att^{rs} viz Worthington Esq.
for the Plt. and Bliffor Esq. for the Deft. and humbly move

Synchonada move that this action may be continued, and the *D.*
vs Parties accordingly have a day before the Lord the thing
Glover here untill the third Tuesday of May next following
said second Tuesday of Febry aforesaid.

Talcott Matthew Talcott of Middletown in the County of
vs Hartford and Colony of Connecticut Esq. Att. vs -
Winchel Benjamin Winchel late of Farmington in *D.* County
now of Westfield in the County of Hampshire yeoman
Deft. in a plea of *Trespass* &c. as at large on Record
heretofore. the Parties appear by their respective Att.
viz Phelps for the Att. and Ely for the Deft. and
humbly move for a further continuance of the action
and the said Parties accordingly have a day before the
Lord the thing here untill the third Tuesday of May
next following *D.* second Tuesday of Febry aforesaid. -

Duway Israel Duway of Westfield in the County of Hampshire
vs yeoman Att. vs Thomas Duway of *D.* Westfield yeoman
Duway Deft. in a plea &c. as at large on Record heretofore the
Att. the three times publicly called is non suit and the
Deft. likewise Defaulted.

Terre Charles Terre of Milbraham in the County of Hamp-
vs shire yeoman Att. vs Charles Day yeoman and Brock
Day et al Chapins yeoman both of Springfield in *D.* County Deft.
No 1 in a plea of the case for that the said Charles and Brock
at *D.* Springfield on the twelfth day of Septemb. last 1771
by their Note under their hands for value received pro-
mised the *D.* Charles to pay him the value of nine pound
ten shillings lawful money in good Rum at the com-
mon market price to be delivered at Luke Bliss's Dwel-
ing house in *D.* Springfield within three months
from that time, yet the said Charles and Brock
have not paid or delivered the Rum afores. or any
part of it. to the damage of the said Charles fif-
teen pounds. the Att. appears by Jonathan Bliss Esq.
his Att. and the *D.* Charles and Brock the three times
publicly called make default of appearance here therefore
it is considered by the Court that the *D.* Charles do
recover against the said Charles and Brock the sum of
nine pounds and ten shillings lawful money
damages and Cost of Suit taxed at two pounds
three shillings and eight pence and thereof he may
have his *Co.* - Ex. vs. March 14th 1772 -

Thomas Bates of Springfield in the County of Hamp-
shire yeoman Plt. vs Seth Rowe of D. Springfield ye-
man Deft. in a plea of the case for that the said Seth
on the first day of January D 1772 at D. Springfield
owing the D. Thomas fifty six shillings lawful money
to balance acct. according to the acct. of the Plt. & the
annexed he the D. Seth then and there in consider-
ation thereof promised the D. Thomas to pay him
the same on demand. Also for that whereas the said
Seth there afterwards on the same day in consider-
ation that the said Thomas had there before that time
at the special Instance and request of the D. Seth done
and performed other work and service than that in the
acct. annexed mentioned for the said Seth, assumed on him-
self and then and there promised the D. Thomas to pay
him so much money as he therefor reasonably deserved
to have on demand, and the D. Thomas in fact says that
he reasonably deserved to have of the D. Seth another sum
of three pounds eight shillings like money viz. at D. Spring-
field of which the said Seth then and there had notice
yet the said Seth hath never paid either of the afores. sums
to the damage of the D. Thomas six pounds. the Plt.
appears by Jonathan Bliss Esq. his att. and the said
Seth by John Worthington Esq. his att. and refer this
action to the final determination and Award of Judges
Nathaniel Brewer, Moses Church, and Andrew Cotton
and the D. parties have a further day before the Lord
the thing here untill the third Tuesday of May next
following D. second Tuesday of Febry aforesaid

Bates
vs
Rowe
N^o 2

Israel Williams Junr. of Hatfield in the County of Williams
Hampshire Gent. Plt. vs Silas Parr late of a place
call number five in D. County yeoman Deft. in
a plea of the case for that the said Silas at said
Hatfield on the twentieth day of April D 1769. by his
note of that date for value there receiv. promised the
same Israel to pay him twenty six shillings and three
pence lawful money on demand with Interest till
paid, and also for that the same Silas at Hatfield afores.
on the twenty ninth day of the same April by his
note of that date for value receiv. promised the D. Israel
to pay him one other sum of one pound seven shil-
lings and seven pence like lawful money within
one month from the date thereof with Interest after
time of payment untill paid, and also for that the
said Silas afterwards at D. Hatfield on the twentieth
day of Decemb. D 1771. in consideration that the said

Williams
vs
Parr
N^o 3

Williams
vs
Farr
N^o 3 } said Israel had before that time there sold and delivered
to him the said Silas divers goods wares and merchand-
ises, undertake and to the s^d. Israel there and there
faithfully promised that he would well and truly pay
and content unto the s^d. Israel so much money as the
same goods &c were reasonably worth at the time
of their sale and delivery and also the lawful
Interest of the same sum after one year from
the time of the delivery of such goods &c whenever
afterwards he should be thereto requested and the said
Israel avers that s^d. Goods &c were reasonably worth
nine pounds sixteen shillings and two pence one
farthing lawful money at the time of their sale and
delivery and that the lawful Interest of the same sum
after one year from the delivery of s^d. Goods &c amounted to
ninteen shillings and eight pence one farthing like money
viz at Hatfield as said whereof the s^d. Silas there and there
had notice - And also for that the s^d. Silas at s^d. Hatfield
on the same twentieth day of December being justly ch-
arged to the s^d. Israel in one other sum of ten pounds
fifteen shillings and ten pence halfpenny like lawful mo-
ney for sundry other articles of Merchandise according
to the Schedule to the Writ annexed before that time there
sold and delivered to the s^d. Silas at his special Instance
and request he the s^d. Silas there and there in consider-
ation thereof promised the s^d. Israel to pay him the same
sum last mentioned on demand. Yet the s^d. Silas hath
not paid either of the sums afores^d. to the damage of
the said Israel fifteen pounds. the Plt. appears by Clerk
Porter Esq. his Att^y. and the s^d. Silas the three times
publicly called makes default of appearance here there-
fore it is considered by the Court that the s^d. Israel
do recover against the s^d. Silas twelve pounds nineteen
shillings and three pence lawful money damages
and cost of Court taxed at one pound sixteen and two
pence and thereof &c — Ex is^t. July 21st 1772 —

Hood
vs
Belding
N^o 4 } Asa Wood of Sturbridge in the County of Worcester ges-
man Plt vs John Belding late of Walsfield in the
County of Hampshire German Def^t. in a plea of
the case for that the said John at Hadley in said
County of Hampshire on the twenty first day of June
1771 by his note of that date for value received promising
the s^d. Asa to pay him the sum of seven pounds four
shillings lawful money by the first day of September
then next with Interest till paid. and also for that
said John at s^d. Hadley on the same twenty first
day of June by his other Note of the same date for

value received promised me John Chester Williams to pay him or his order the sum of two pounds eighteen shillings and eight pence lawful money by the first day of September then next with Interest till paid and afterwards viz at S. Hadley on the same twenty first day of June the said John Chester by his Indorsement on the back of the same Note for value there received of the said Asa ordered the contents of S. Note then wholly due to be paid unto the S. Asa of all which the said John Bidding then and there Instantly had notice and so became liable to pay the contents of the same Note unto the said Asa according to the tenor thereof and being so liable he the S. John Bidding then and there in consideration thereof promised the said Asa that he would pay him the same accordingly, yet the said John Bidding hath never paid either of the said sums to the damage of the said Asa twelve pounds. the Ptt. appears by Elisha Porter Esq. his Att. and the said John Bidding the three times publicly called to come into Court hath not come but makes default of appearance here therefore it is considered that the said Asa do recover against the said John Bidding ten pounds ten shillings and nine pence lawful money damages and cost of suit taxed at two pounds seven shillings and six pence and thereof he may have his Ex. — Ex. is. 6th March 1772.

John Chester Williams of Hadley in the County of Hampshire Trader Ptt. vs John Bidding late of S. Williams
sub in S. County yeoman Deft. in a plea of the
case for that the S. Bidding at S. Hadley on the first Bidding
day of Decemb^r last past being Justly Indebted to
the S. Williams in the sum of six pounds thirteen
shillings and ten pence three farthings lawful
money to ballance Book debt according to the Acct.
to the Ptt. P. Writ annex'd he the S. Bidding then and
there in consideration thereof promised the S. Williams
to pay him the same on demand. yet the said Bidding
hath never performed his S. promise to the damage
of the said Williams nine pounds. the Ptt. appears
by Elisha Porter Esq. his Att. and the S. Bidding the
three times publicly called makes default of appearance
here therefore it is considered that the said Williams do
recover against the S. Bidding six pounds thirteen shillings
and ten pence three farthings lawful money damages
and cost of suit taxed at one pound 16s 3 and thereof he may
have his Ex. — Ex. is. 6th March 1772.

No 5

Elisha Porter of Hadley in the County of Hamp- } Porter
shire Esq. Ptt. vs Thomas White 2. late of South- } White No 6

Porter
vs
White
N^o 6

South Hadley in said County yeoman Deft. in a plea of the Case for that the said Thomas at S. Hadley on the twelfth day of Decemb^r last past being Justly Indebted to the said Clearer in the sum of two pounds fourteen shillings lawful money for sundry articles of Work put out according to the acct. to the writ annexed he the said Thomas then and there in consideration thereof promised the said Clearer to pay him the same Sum on demand yet the said Thomas hath never paid the same to the damage of the said Clearer four pounds. the P^t. appears by Elisha Porter Esq. his Att^y. and the said Thomas the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Clearer do recover against the said Thomas two pounds fourteen shillings lawful money damages and Cost of Court taxed at one pound thirteen shillings & five pence and thereof &c. &c. is 6th March 1772

Warner
vs
Harrington
N^o 7

Jonathan Warner of Hadley in the County of Hampshire Trader P^t. vs David Harrington late of Conway in S. County yeoman Deft. in a plea of the Case for that the S. David at S. Hadley on the third day of Feby^r 1770 by his Note of that date for value received promised the said Jonathan to pay him two pounds ten shillings and two pence lawful money by the twentieth day of June then next yet the S. David hath never paid the same to the damage of the S. Jonathan five pounds. the P^t. appears by Elisha Porter Esq. his Att^y. and the said David the three times publicly called makes default of appearance here — therefore it is considered by the Court that the S. Jonathan do recover against the said David two pounds fifteen shillings and two pence lawful money damages and Cost of Court taxed at one pound fifteen shillings and five pence, and thereof &c. &c. is 6th March 1772

Idem
vs
Ward
N^o 8

Jonathan Warner of Hadley in the County of Hampshire Trader P^t. vs Simons Ward late of Northampton in S. County yeoman and Ezra Nixon late of S. Northampton yeoman Deft. in a plea of the Case for that the said Simons and Ezra at S. Hadley on the twenty fifth day of July 1772 by their Joint note of that date for value received promised the S. Jonathan to pay him the sum of four pounds six shillings and three pence halfpenny lawful money by the first day of Octob^r then next with Interest untill paid. yet the said Simons & Ezra nor either of

them have ever performed their s^d promise to the
damage of the s^d Jonathan six pounds. The P^{tt} ap-
pears by Elisha Porter Esq. his Att^r and the s^d Simon
and Ezra the three times publicly called make
default of appearance here. therefore it is considered
that the s^d Jonathan do recover against the said Simon
and Ezra four pounds nine shillings and one penny
lawful money damages and cost of suit taxed at one
pound fourteen shillings and seven pence and thereof
he may have his Ex. & Ex is. 6th March 1772.

Martin Kellogg of Amherst in the County of
Hampshire yeoman P^{tt} vs Simon White late of
Williamsburgh in s^d County who was late Simon
White jun^r of Hatfield in s^d County yeoman Def^t.
in a plea of the case for that the said Simon at said
Hatfield on the twentieth day of November 1767
by his Note of that date for value received promised
the said Martin to pay him the sum of nine pounds
ten shillings and eight pence lawful money on demand
with Interest untill paid. Yet the said Simon hath
never performed his s^d promise to the damage of the
said Martin nine pounds. the P^{tt} appears by Elisha
Porter Esq. his Att^r and the s^d Simon by John Worthington
Esq. his Att^r comes and defends &c and for plea says that
he never promised in manner and form as the P^{tt}.
in his declaration hath alleged and thereof puts him-
self on the Country. And the P^{tt}. likewise
thereupon the Jurors according to the force form
and effect of the Statute in this case made and pro-
vided at this time returned and Impanell^d being de-
termining the premises being duly sworn declare upon
their Oath that the Def^t. did promise in manner and
form as the P^{tt}. in his Declaration hath alleged and
assess the damages to five pounds one shilling and
ten pence therefore it is considered that the said
Martin do recover against the s^d Simon five
pounds one shilling and ten pence and cost of suit
taxed at two pounds thirteen shillings and eight pence
and now the said Simon appeals from the Judgment
of this Court to the Superiour Court of Judicature
to be holden at Northampton within and for
the County of Hampshire on the last Tuesday of April
next and he Recognizes with Sureties as the law directs
for his prosecuting his s^d appeal with effect as p^{re} Recogni-
zance on file appears.

Kellogg
vs
White
N^o 9

daron Cook of Hadley in the County of Hampshire
yeoman P^{tt} vs Noah Cook yeoman and Dorcas
Cook
vs
Dorcas
N^o 10

Gookn } Dorcas Goodrich Widow both of D. Hadley Administrators
as } on the Estate of Aaron Goodrich late of D. Hadley Joiner
Goodrich's Adm^r } deceased intestate Deft: in a plea that the D. Noah
N^o 10 } and Dorcas said Administrators render to the said Aaron
Gookn the sum of fifty pounds lawful money which
from him they unjustly detain and whereon he
says that the said Aaron Goodrich in his life time
viz on the twenty fourth day of August 1765
at Hadley afores. by his bond under his hand and
seal of that date duly executed and in Court to
be produced bound and obliged himself his heirs
Executors and Administrators unto the D. Aaron Gookn
in the sum of fifty pounds lawful money of the
Province of the Massachusetts Bay to be paid unto D.
said Aaron Gookn upon demand. Yet the D. Aaron
Goodrich tho often requested in his life time never
paid the same sum nor any money thereof while
he lived nor have the said Administrators since the
death of the D. Aaron Goodrich tho they have been
often thereto requested but they wholly neglect and
refuse to do it to the damage of the said Aaron
Gookn fifty pounds. the Plt. appears by Elisha Porter
Esq. his Att: and Noah Cook one of the Administrators
aforesaid comes here and for himself and the said
Dorcas confesses the forfeiture of the Bond praying
an equitable Chancery of the same. and the said
Aaron Cook comes and agrees to take Judgment
for the sum of Twelve pounds and Cost. therefore
it is considered that the said Aaron Cook do recover
against the said Noah & Dorcas Twelve pounds law-
ful money and Cost of Suit taxed at one pound.

Whitcomb } Robert Whitcomb of Brookfield in the County of
as } Worcester yeoman Plt: vs Abraham Gibbs of Green-
Gibbs's Adm^r } wich in the County of Hampshire yeoman and
N^o 11 } Ebenezer Train of said Greenwich yeoman Deft:
in a plea of Trespass for that the said Abraham and
Ebenezer one Close of the said Robert in said Green-
wich being a part of the original Lott there known
and distinguished by the name of Lott number 20
as removed and as it now lies being a Close of about
ten Acres on the first day of May 1771 and at
divers days and times between D. first day of May
and the first day of January 1772 with force and
Arms did break and enter and the Soil of seven
Acres of the same Close with ploughs Harrows Carts-

and does did break up subvert and spoil and two thousand of the P^{ts} true of the value of twenty pounds then and there growing with force and arms set down took and carried away contrary to law against the peace of our Lord the King to the damage of the said Robert thirty pounds. the Parties appear and pray for a continuance of this Action that they may have opportunity to procure a Survey of the Lands Prossessed upon and William Scott of Palmer Gent is appointed by agreement of the Parties to survey the said Lands and return a plat of the same at the next Term and M^{rs} Daniel Warner and St Wheler of Warrimoor are by agreement appointed the Chaismoners and the said Parties accordingly have a day before the Lord the King here untill the third Tuesday of May next following i^e second Tuesday of July aforesaid.

Moses Marsh of Hadley in ~~the~~ County of Hampshire Gent. P^{ts} vs Moses Taylor late of South Hadley in D. County yeoman D^{ft}. in a plea of Taylor the case for that the said Moses Taylor at s^d Hadley on the sixteenth day of July 1770 by his Note of that date for value reciev^d promised the said Marsh to pay him the sum of two pounds three shillings and nine pence three farthings lawful money on demand with Interest untill paid. Yet the said Taylor hath never performed his s^d promise to the damage of the said Marsh four pounds. the P^{ts} appears by Eliot a Porter Esq. his att^y and the said Taylor the three times publicly called makes default of appearance here therefore it is considered by the Court that the s^d Marsh do recover against the s^d Taylor two pounds seven shillings and seven pence three farthings lawful money damages and cost of Court taxed at one pound thirteen shillings and seven pence and thereof he may have his Ex^{ce} Ex. is^d. May 27th 1772.

Aaron Thing of Holford in the County of Hampshire yeoman P^{ts} vs David Root of a place called and known by the name of the Green Woods between Blandford and Tisbury and in the County of Berkshire yeoman D^{ft}. Thing is Root in a plea of the case for that the said David at said Northampton in D. County of Hampshire on the thirtieth day of March 1769 by his Note of that date for value reciev^d promised the said Aaron to pay him two pounds thirteen shillings and seven pence lawful money in good white pine boards of the best sort at the market price and deliver the same at Samuel Howles house in the Green Woods within twelve months from the date of s^d Note with lawful Interest till paid and the P^{ts} says he has always been ready at the place of delivery to receive said Boards. yet the s^d

King
vs
Root
N^o 13

said David tho the day given for payement hath long since elapsed hath not performed his d. promise to the damage of the said Aaron nine pounds the Plt. appears by John Phelps Gent. his Att^y and the d. David tho three times publicly callt to come into Court doth not appear therefore it is considered by the Court that the said Aaron do recover against the said David two pounds nineteen shillings and eight pence lawful money damages and cost of Court taxed at two pounds three shillings and five pence and thereaf^r &c. in d. Manby

Chenward
vs
Watson
N^o 14

John Chenward of Hartford in the County of Hartford and Colony of Connecticut Merchant. Plt. vs Herman Watson late of Southampton in the County of Hampshire yeoman Deft. in a plea of Trover on the case for that the said Herman at d. Springfield on the fourteenth day of July 1764 by his Note of that date for value reciev^d promised the said John to pay him sixteen pounds thirteen shillings lawful money by the first day of Octob^r then next with Interest till paid. And also for that the said Watson at d. Springfield afterwards viz on the twelfth day of July 1765 by his other Note of that date for value reciev^d promised the said John to pay him or Order sixteen pounds seven shillings lawful money within three months from the date of d. Note with Interest from time of payement untill paid. Yet said Herman hath never paid either of d. Sums to the damage of the said John forty pounds. the Plt. appears by John Phelps Gent. his Att^y and the said Herman tho three times publicly callt makes default of appearance here therefore it is considered by the Court that the said John do recover against the said Herman £ lawful money damages and cost of Court taxed at two pounds eight shillings. and thereaf^r &c. - - -

Ashley
vs
Stiles
N^o 15

Simon Ashley of Westfield in the County of Hampshire yeoman Plt. vs Daniel Stiles of Southwick in d. County yeoman in a plea of the case for that said Daniel at said Westfield on the fifteenth day of August 1760 by his Note of that date for value reciev^d promised the said Simon to pay him or Order two pounds twelve shillings lawful money on demand with Interest till paid yet said Daniel hath never performed his d. promise to the damage of the said Simmons five pounds. the Plt. appears by John Phelps Gent. his Att^y and the said Daniel tho three times publicly called makes default of appearance here therefore it is considered by the

Court that the said ^{James} do recover against the said Daniel three pounds two shillings and nine pence two farthings lawful money damages and cost of suit taxed at two pounds and seven pence and thereof he may have his Ex.

John Mosley of Westfield in the County of Hampshire ^{Mosley} Gent. Plt. vs. Nathan Truman of Southwiche in said County yeoman ^{Truman} Dft. in a plea of the case for that the said Nathan at said Westfield on the twelfth day of August 1771 by his Note of that date for value reciev. promised the said John to pay him or Order four pounds fifteen shillings lawful money on demand with Interest till paid yet the said Nathan hath not performed his said promise to the damage of the said John seven pounds. the Plt. appears by John Phelps Gent. his att. and the said Nathan the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said John do recover against the said Nathan four pounds sixteen shillings and nine pence two farthings lawful money damages and cost of suit taxed at two pounds and seven pence and thereof he may have his Ex. Ex. is. 3. March 1772.

Jonathan Underwood of Suffield in the County of Hampshire yeoman ^{Underwood} Plt. vs. John Stannard of New Market ^{Stannard} borough in the County of Berkshire yeoman Dft. in a plea of the case for that the said John at S. Suffield on the twenty second day of Octob. 1770 by his Note of that date for value reciev. promised the said Jonathan to pay him or Order three pounds eighteen shillings and seven pence lawful money by the first day of Novemb. then next with Interest till paid yet the said John hath never paid the same to the damage of the said Jonathan five pounds. the Plt. appears by John Phelps Gent. his att. and the said John the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said John four pounds 4/10 lawful money damages and cost of suit taxed at two pounds ten shillings and four pence and thereof he may have his Exemption. Ex. is. 20th April 1772.

John Phelps of Westfield in the County of Hampshire ^{Phelps} Gent. Plt. vs. Jacob Root late of Blandford in said County yeoman ^{Root} Dft. in a plea of Trespass on the case for that the said Jacob at Northampton in said County on the twenty sixth day of August 1771 by his Note of that date for value reciev.

Phelps } promised the said John to pay him or Order five
Root } pounds and four Shillings lawful money on de-
N^o 18 } mand with Interest till paid Yet the said Jacob
hath not performed his s. promise to the damage
of the said John seven pounds. the P^lt. appears
in his own proper Person. and the said Jacob
the three times publicly called makes default of
appearance here therefore it is considered that
the said John do recover against the said Jacob
three pounds eighteen Shillings and four pence
one farthing lawful money damages and cost
of Court taxed at two pounds three Shillings
and five pence and thereof &c. Ex. is. 5th May 1772

Hanchett } Oliver Hanchett of Suffild in the County of Hamp-
vs } shire yeoman P^lt. vs Joshua Austin of Southwicks
Austin } in s. County yeoman Deft. in a plea of Trepass
N^o 19 } on the case for that the said Joshua at s. Suffild
on the ninth day of October 1771 by his note
of that date for value received promised the s. Oliver
to pay him four pounds one Shilling eleven pence
money or the value thereof in good beef cattle to
be appraised by Capt. Josiah Phelps, and Mr Isaac Swen
jun^r. and to deliver the same at the said Oliver's
dwelling house in Suffild afores. within six days
from the date of s. note with Interest till paid
and the s. Oliver says he has always been ready at the
place of delivery to receive s. cattle. yet the said Joshua
hath not performed his said promise to the damage
of the said Oliver seven pounds. the P^lt. appears
by John Phelps Gent. his Att^r. and the said Joshua
the three times publicly called to come into Court
doth not appear therefore it is considered by the
Court that the said Oliver do recover against the
said Joshua three pounds nine shillings and five
two farthings lawful money damages and cost
of suit taxed at two pounds four Shillings and eight
pence. and thereof he may have his Ex. Ex. is. 7th May 1772

Stiles } John Stiles of Granville in the County of Hamp-
vs } shire yeoman P^lt. vs Joseph Elliott of Westfield in
Elliott } in said County yeoman Deft. in a plea of the
N^o 20 } case for that the said Joseph at s. Granville on the
seventeenth day of April last past by his Note of
that date for value received promised the said John
to pay him or Order five pounds and fifteen shil-
lings worth of good merchantable Wheat at the
Market price by the fifteenth day of Novemb^r.
there next with ^{Interest} after three months from the date

untill paid. and the said John says he has always
been ready at s^d. place of delivery to receive s^d. Wheat
yet said Joseph hath not performed his s^d. promise to the
damage of the said John seven pounds. the P^t. appears
near by John Phelps Gent his att^r. and the said Joseph
the three times publicly called makes default of ap-
pearance here therefore it is considered by the Court
that the said John do recover against the said Joseph
five pounds nineteen shillings and one penny
lawful money damages and cost of Court taxed
at two pounds four shillings, and thereof he may have Ex.

Daniel Mubier of Murrayfield in the County Mubier
of Hampshire yeoman P^t. vs. Samuel Gordon
of s^d. Murrayfield yeoman Deft. in a plea of the Gordon
case for that the said Samuel at Northampton N^o 21
in s^d. County. on the twenty ninth day of Octob^r.
A 1770 by his Note of that date for value reciv^d.
promised the said Daniel to pay him or Order the
sum of eight pounds lawful money at or before the
twentieth day of Octob^r. then next with Interest till
paid. Yet the said Samuel hath not performed his
said promise to the damage of the said Daniel
nine pounds. the P^t. appears by John Phelps Gent.
his att^r. and the said Samuel the three times pub-
licly called makes default of appearance here therefore
it is considered that the said Daniel do recover against
the said Samuel eight pounds twelve shillings and
six pence lawful money damages and cost of Suit
tax'd at two pounds two shillings and ten pence
and thereof he may have Ex. Ex. is. 16th April 1772.

Joel Hathaway of Suffield in the County of Hampshire
Gent. P^t. vs. William Watson late of Southampton in
said County yeoman Deft. in a plea of the case for
that the said Watson at Northampton in s^d. County
on the twenty seventh day of August A 1771 by his
Note of that date for value reciv^d. promised the
said Joel to pay him three pounds and twelve
shillings lawful money on demand with Interest
till paid. Yet said Watson hath not performed his
said promise to the damage of the said Joel seven
pounds. the P^t. appears by John Phelps Gent. his
att^r. and the said Watson the three times publicly
called to come into Court doth not come but makes
default of appearance here therefore it is considered
by the Court that the said Joel do recover against
the said Watson three pounds fourteen shillings
and one penny lawful money damages and cost
of Suit taxed at two pounds 1/2 and thereof he may have Ex.
Ex. is. 1st May 1772.

Hathaway
vs
Watson
N^o 21
Abahel Hathaway of Suffield in the County of Hamp-
shire Gent. Plt. vs. William Watson late of South-
ampton in S^t. County yeoman Deft. in a plea of
Trespass on the case for that the said Watson at North-
ampton on the tenth day of January 1771 by
his note of that date for value received promised s^r.
Abahel to pay him two pounds ten shillings &
six pence lawful money within two months from
the date of s^d. Note with Interest till paid, yet
the said William hath not performed his said pro-
mise to the damage of the said Abahel four pounds
the Plt. appears by John Phelps Gent. his Att^y and
the said William the three times publicly called makes
default of appearance here therefore it is considered by
the Court that the said Abahel do recover against the
said William two pounds thirteen shillings lawful
money damages and cost of Suit taxed at two pounds
one shilling and two pence and thereof he may
have his Execution Ex. is. 1st May 1772. —

Mosely
vs
Seward
N^o 26
John Mosely of Westfield in the County of Hamp-
shire Gent. Plt. vs. Ebenezer Seward of Blandford
in said County yeoman Deft. in a plea of Trespass on
the case for that the said Ebenezer at said Westfield on
the ninth day of July 1768 by his note of that date
for value received promised said John to pay him or
Order two pounds eighteen shillings and two pence
lawful money on demand with Interest till paid
yet said Ebenezer hath not performed his s^d. promise
to the damage of the said John four pounds. the Plt.
appears by John Phelps Gent. his Att^y and the said
Ebenezer the three times publicly called makes de-
fault of appearance here — therefore it is considered by
the Court that the said John do recover against the
said Ebenezer three pounds ten shillings & eight pence
lawful money damages and cost of Court taxed at
two pounds 1/9 and therefore Ex. is. 3^d March 1772. —

Phelps
vs
Leonard
N^o 27
John Phelps of Westfield in the County of Hampshire
Gent. Plt. vs. Joseph Leonard jun^r. Gent. and Thomas
Smith yeoman both of Springfield in S^t. County
Deft. in a plea of Trespass on the case for that the
said Joseph and Thomas at Northampton on the
thirtieth day of August last past, by their note-
jointly and severally for value received promised the
said John to pay him seven pounds & seven shillings
and six pence worth of good West India Rum at money
price and deliver the same at the said John's dwelling
house in Westfield at or before the first day of Novemb^r. then

next with Interest till paid and the said John says 137
that he always has been ready at his dwelling house
to receive D. Murr. yet said Joseph and Thomas or either
of them have not performed their said promise to the
damage of the said John nine pounds. the Plt. appears
in his own proper Person and the said Deft. the three
times publicly called make default of appearance here
therefore it is considered by the Court that the said
John do recover against the said Joseph and Thomas
seven pounds sixteen shillings and one penny lawful
money damages and cost of Court taxed at two pounds
one shilling and nine pence and thereof he may
have his Execution — Ex. is. 3. March 1772. —

Abigail Sacket of Westfield in the County of Hamp- (Sacket
shire Widow Plt. vs. Erastus Sacket of Pittsfield in the vs
County of Berkshire yeoman Deft. in a plea that Sacket
the said Erastus owes to her one hundred pounds N^o 28
lawful money which to her he owes and from her
unjustly detains and whereon she says that at said
Westfield on the fourth day of Decemb^r. 1771 said
Erastus by his bond in Court to be produced bound
and obliged himself to the said Abigail in the sum of one
hundred pounds lawful money to be paid her on demand
yet said Erastus hath never paid the same to the damage
of the said Abigail one hundred pounds. the Plt. comes
here by Simon Strong Esq. her Att^r and prays leave
to discontinue her suit ^{and it is discontinued accordingly} saying Costs
taxed at one pound four shillings. —

Stephen Noble of Westfield in the County of Hamp- (Noble
shire yeoman Plt. vs. James Fairman of Murrayfield vs
in said County yeoman Deft. in a plea of Trespass Fairman
on the case for that the said James at said West- N^o 29
field on the twenty ninth day of Octob^r. 1771 by
his note of that date for value received promised the
said Stephen to pay him twenty Gallons of good
West India Murr at or before the fifteenth day of No-
vemb^r. then next and deliver the same Murr at
Gideon Morley's — in Springfield in D. County and
the said Stephen avers that said Murr was well worth
3/6 by the Gallon and that he hath always been ready
at the place of delivery aforesd. to receive said Murr
yet the said James hath not delivered said Murr or
in any wise fulfilled his said promise to the damage
of the said Stephen fifteen pounds. the Plt. appears by
John Phelps Gent. her Att^r and the said James the three
times publicly called to come into Court makes default of ap-
pearance here therefore it is considered that the said Stephen
do recover against the said James twelve pounds five shillings
lawful money damages and cost of Court taxed at one pound
nineteen shillings and three pence and thereof &c. Ex. is. 3. March 1772. —

Mosley } John Mosley of Westfield in the County of Hamp-
vs } shire Gent. Plt. vs. Joseph Barber late of Westfield
Barber } aforesaid yeoman Deft. in a plea of Trepass on-
N^o 30 } the case for that the said Joseph at S. Westfield on
the sixth day of June A 1770 by his Note of that
date for value reciev. promised the said John to pay
him or order two pounds and seven pence lawful
money on demand with Interest till paid yet
the said Joseph hath not performed his S. promise to
the damage of the said John three pounds. the
Plt. appears by John Phelps Gent. his Att. and the S.
Joseph the three times publicly called makes default
of appearance here therefore it is considered by the
Court that the said John do recover against the said
Joseph two pounds 4/8 1/2 lawful money damages and
cost of suit taxed at one pound nineteen shillings
and nine pence. and thereof &c &c is. 3. March 1772

Gillet } Nathaniel Gillet junr of a place called and known
vs } by the name of the Wedge of land in the County of
Stiles } Hartford and Colony of Connecticut yeoman Plt. vs.
N^o 31 } Job Stiles junr of Granville in the County of Hamp-
shire yeoman Deft. in a plea of Trepass on the
case for that the said Job at Northampton in S. Coun-
ty of Hampshire on the twentieth day of May
A 1771 by his Note of that date for value reciev. pro-
mised the said Nathaniel to pay him nine pounds
lawful money on or before the twenty fifth day of
December then next with Interest till paid yet said
Job hath not performed his said promise to the damage
of the said Nathaniel ten pounds. the Plt. appears by
John Phelps Gent. his Att. and the said Job the three
times publicly called makes default of appearance
here therefore it is considered that the said Nathaniel
do recover against the said Job eight pounds six shillings
and eight pence half penny lawful money damages
and cost of suit taxed at two pounds four shillings
and ten pence and thereof &c &c is. 3. March 1772

Botchford } Samuel Botchford junr of Darby in the County of
vs } Northhampton and Colony of Connecticut yeoman Plt.
Green } vs Samuel Green late of Northampton in the County
N^o 32 } of Hampshire yeoman Deft. in a plea of the case for
that the said Green at a place called Derbyvir at
S. Northampton on the twenty sixth day of February
A 1767 by his Note of that date for value reciev.
promised the said Botchford junr to pay him seven
pounds and six shillings lawful money on demand
with Interest till paid yet said Green hath never
paid the same to the damage of the said Botchford
twelve pounds. the Plt. appears by Samuel Fowler Gent.

his Att. and the said Green being three times called makes default of appearance here therefore it is considered that the said Bottsford do recover against the said Green nine pounds nine shillings and eight pence lawful money damages and cost of suit taxed at three pounds two shillings and thereof &c. Ex. is. 9th March 1772. —

Pelatiah Pierce of Hartford in the County of Hart. (Pierce
ford and Colony of Connecticut yeoman Plt. vs. Jo-
seph Blott of Westfield in the County of Hampshire Blott
yeoman Deft. in a plea of the case for that the said
Joseph at Northampton in S. County of Hampshire
on the eighteenth day of May 1771 by his Note
of that date for value received promised said Pelatiah
to pay him five pounds one shilling and five pence
lawful money on demand with Interest till paid
yet said Joseph hath never paid the same to the damage
of the said Pelatiah eight pounds. the Plt. appears by Sam-
uel Fowler Gent his Att. and the said Joseph being
three times publicly called makes default of appearance
here therefore it is considered that the said Pelatiah
do recover against the said Joseph five pounds five shil-
lings and eleven pence lawful money damages and
cost of Court taxed at two pounds ten shillings and
four pence and thereof &c. Ex. is. 9th March 1772. —

N^o 33

James Fairman of Munnaysfield in the County of
Hampshire yeoman Plt. vs. Samuel Wright of South-
ampton in said County yeoman. Deft. in a plea of the
case for that the said Samuel at Northampton in S. County
on the twenty fifth day of Decemb^r. 1771 by his Note of
that date for value received promised said James to pay him
eleven pounds lawful money on demand with Interest
till paid yet the said Samuel hath never paid the
same to the damage of the said James fifteen pounds
the Plt. appears by Samuel Fowler Gent his Att. and
the said Samuel the three times publicly called makes
default of appearance here therefore it is considered by the
Court that the said James do recover against the said
Samuel eleven pounds one shilling and two pence law-
ful money damages and Cost of Court taxed at one
pound eighteen shillings and six pence and thereof
he may have his Ex. & Ex. is. 9th March 1772. —

Fairman
vs
Wright
N^o 34

Nathan Smith of Springfield in the County of Hamps-
shire yeoman Plt. vs. Nathaniel Weller of Westfield in S.
County yeoman Deft. in a plea of the case for that the
said Nathaniel at S. Westfield on the seventeenth day
of January 1771 by his Note of that date for value
received promised one Enoch Taylor Esq. to pay him or
his order three pounds two shillings lawful money
on demand with Interest till paid and afterwards viz. on

Smith
vs
Weller
N^o 35

Smith
vs
Heller
N^o 35

on the same day of January 1771 at S. Westfield the said G. lead by his Indorsement on the back of S. Note assigned the same Note to the said Aaron the Pst. and ordered the contents thereof then wholly due and unpaid to be paid to the said Aaron of all which the said Nathaniel then and there instantly had notice and so became liable to pay the contents of S. Note to the S. Aaron according to the tenor thereof and being so liable the said Nathaniel then and there promised the said Aaron to pay him the same accordingly on demand yet the said Nathaniel hath never paid the same to the damage of the said Aaron six pounds the Pst. appears by Samuel Fowler Gent. his att^r. and the said Nathaniel being three times publicly called makes default of appearance here therefore it is considered that the said Aaron do recover against the said Nathaniel two pounds fifteen shillings and four pence lawful money damages and cost of Court taxed at two pounds and four pence and there of &c. —

Fowler
vs
Easton
N^o 36

David Fowler of Westfield in the County of Hampshire yeoman Pst. vs. Ahimaz Easton of S. Westfield yeoman Debt. in a plea of the case for that the said Ahimaz at said Westfield on the sixteenth day of May 1770 by his Note of that date for value received promised the said David to pay him or Order thirty-six shillings on demand with Interest till paid. also for that the said Ahimaz at said Westfield on the same sixteenth day of May 1770 by his other Note of that date for value received promised the said David to pay him one other sum of thirty two shillings on demand with Interest till paid. Also for that the said Ahimaz at S. Westfield on the same day and year by his other Note of that date for value received promised the said David to pay him another sum of thirty eight shillings lawful money on demand with Interest till paid. Also for that the said Ahimaz at S. Westfield on the same sixteenth day of May 1770 by his other Note of that date for value received promised the said David to pay him or Order another sum of one pound and sixteen shillings on demand with Interest till paid. Also for that the said Ahimaz at S. Westfield on the same day and year aforesaid by his other Note of that date for value received promised the said David to pay him or Order another sum of one pound twelve shillings and three pence on demand with Interest till paid. yet the said Ahimaz the often requested hath never fulfilled either of his aforesaid promises to the damage —

of the said David nine pounds thirteen shillings. the 13 of
Plt. appears by Samuel Fowler Gent. his Att. and
the said Ahimsaay being three times publicly called to
come into Court doth not appear - therefore it is con-
sidered by the Court that the said David do recover
against the said Ahimsaay nine pounds two shillings
and two farthings lawful money damages and cost
of Court tax'd at two pounds one shilling and there-
of he may have his Ex. Ex. is. 9th March 1772. —

David Fowler of Westfield in the County of Hamp-
shire yeoman Plt. vs. Beralul Smith of Springfield in
said County yeoman Deft. in a plea of the case for that
the said Beralul at S. Springfield on the Eleventh day
of August 1766 by his Note of that date for value
reciev^d. promised said David to pay him six pounds-
ten shillings and seven pence on demand with interest
till paid Yet said Beralul hath never paid the same
to the damage of the said David nine pounds. the Plt. ap-
pears by Samuel Fowler Gent. his Att. and the said
Beralul being three times publicly called makes default
of appearance here therefore it is considered that the said
David do recover against the said Beralul eight pounds
six shillings and two pence lawful money damages
and cost of Suit tax'd at two pounds and four pence
and thereof he may have his Ex. Ex. is. 9th March 1772. —

John Nellson jun^r. of South Brimfield in the County of Hampshire yeoman Plt. vs. Silas Smith yeoman
and Silas Smith jun^r. yeoman both of South Brimfield Deft. in a plea of Trespass on the case for
the said Silas & Silas jun^r. at South Brimfield aforesaid on
the fifth day of Octob^r. 1770 by their Note for value
reciev^d. promised said John to pay him four pounds
and three shillings lawful money by the fifth day
of October then next with interest till paid. Yet the
Deft. have not paid the same nor either of them to the
damage of the said John nine pounds. the Plt. ap-
pears by Jonathan Bliss Esq. his Att. and the said Deft.
the three times publicly called make default of appear-
ance here therefore it is considered by the Court that
the said John do recover against the said Silas and Silas
jun^r. four pounds nine shillings and seven pence one
farthing lawful money damages and cost of Suit tax'd
at two pounds eleven shillings and eleven pence
and thereof he may have his Ex. Ex. is. 9th March 1772. —

Daniel Harris of Springfield in the County of Hamp-
shire Trader Plt. vs. Oliver Taylor of South Hadley in
said County yeoman Deft. in a plea of the case for
that the said Oliver on the third day of August 1770 at
N^o 39

Harris
vs
Tayler
N^o 39

at Springfield aforesaid by his Note for value received
promissed the said Daniel to pay him two pounds fifteen
shillings and six pence lawful money within ten
days from that time with Interest till paid. Yet
the said Oliver hath not paid the same to the da-
mage of the said Daniel six pounds, the Plt. appears
by Jonathan Bliss Esq. his Att. and the said Oliver
being three times publicly called doth not appear
therefore it is considered by the Court that the said
Daniel do recover against the said Oliver three pounds
and seven pence one farthing lawful money damages
and cost of suit taxed at one pound eighteen shillings
and ten pence. and thereof &c. Ex. Is? 20th Feb^y 1772

Pynchon
vs
Colton
N^o 40

George Pynchon of Springfield in the County of Hamp-
shire Gent. Plt. vs Isaac Colton of Palmer in S. Coun-
ty Gent. and Deputy Sheriff under Solomon Stedman
Esq. Sheriff of S. County. Deft. in a plea of the case
for that the said Isaac at said Springfield on the eighth
day of Octob^r 1763. by his Note of that date for
value receiv^d promissed the said George to pay him fif-
teen pounds lawfull money in two months from the
date of said Note and if not paid in that time then to
pay Interest for the same untill paid, Yet the said
Isaac hath not paid the same to the damage of the
said George twenty five pounds, the Plt. appears by -
Jonathan Bliss Esq. his Att. and the said Isaac thre-
three times publicly called makes default of appearance
here therefore it is considered that the said George
do recover against the said Isaac twenty two pounds
seven shillings and six pence lawful money damages
and cost of suit taxed at two pounds two shillings
and four pence and thereof &c. Ex. is? 31st March 772

Dwight
vs
Lee
N^o 41

Jonathan Dwight of Springfield in the County of
Hampshire Trader Plt. vs. Daniel Lee of South-
wick in S. County yeoman Deft. in a plea of
the case for that the said Daniel at S. Springfield
on the twenty sixth day of March 1771 by his
note for value receiv^d promissed the said Jonathan
to pay him or order thirteen pounds three shil-
lings and nine pence halfpenny lawful money
on demand with Interest till paid yet S. Daniel
hath not paid the same to the damage of the S.
Jonathan twenty pounds, the Plt. appears by Jona-
than Bliss Esq. his Att. and the said Daniel thre-
three times publicly called makes default of appear-
ance here therefore it is considered that the said

Ignathando recover against the said Daniel thirteen pounds eighteen Shillings lawful money damages and cost of Court taxed at two pounds one shilling and thereof he may have his Ex. Ex. is. 28th Feb^y 1772.

Adonijah Ruffel of Brimfield in the County of Hamp^{shire} Ruffel
yeoman Plt. vs. Nathan Perkins of Handwich^{shire} Perkins
in the County of Worcester yeoman Deft. in a plea
of the case for that said Nathan at Brimfield upon
the seventh day of May last past, by his note N^o 12
of that date for value received promised said Adonijah
to pay him two pounds and ten pence in six months
from the date of s^d. Note with Interest till paid
yet said Nathan hath never paid the same to the
damage of the said Adonijah nine pounds the Plt.
appears by Joshua Upham Esq. his att^y. and the said
Nathan being three times publicly called makes de-
fault of appearance here therefore it is considered by
the Court that the said Adonijah do recover against the
said Nathan two pounds two Shillings and seven pence
one farthing lawful money damages and cost of Suit
taxed at two pounds five Shillings, and thereof he. Ex. is. 9th May 1772. —

Joshua Upham of Brookfield in the County of Wor^{cester} Upham
Esq. Plt. vs. David Reed lately of Lanesborough^{shire} vs
in the County of Berkshire Mason Deft. in a plea Reed
of the case for that said David at Northampton in
s^d. County of Hampshire on the twenty third day of N^o 13
January 1771 by his Note of that date for value
received promised said Joshua to pay him or Order one
pound eighteen Shillings and six pence lawful money
on demand with Interest till paid, yet s^d. David hath
never paid the same to the damage of the said
Joshua six pounds. the Plt. appears and the said
David tho' three times publicly called makes default
of appearance here therefore it is considered that the
said Joshua do recover against the said David two
pounds and eleven pence lawful money damages
and cost of Court taxed at two pounds one shilling
and four pence, and thereof he. Ex. is. 17th March 1772. —

Phineas Upham of Brookfield in the County of Upham
Worcester Gent. Plt. vs. Thomas M^r. Clintock of Ware^{shire} vs
in the County of Hants^{hire} yeoman Deft. in a Clintock
plea of the case for that said Thomas at s^d. Ware on N^o 14
the twenty eighth day of Feb^y 1770 by his Note
of that date for value received promised s^d. Phineas
to pay him or his Order ten pounds six Shillings
on demand with Interest till paid, yet said Thomas

Upham } Thomas hath never paid the same to the damage
vs } of the said Phinehas sixteen pounds the Plt. appears
M^r. Clintock by Joshua Upham Esq. his att^y. and the said Thomas
N^o 44 } tho' three times publicly called makes default of appearance
and here therefore it is considered that the said Phinehas
do recover against the said Thomas eleven pounds
ten shillings and four pence lawful money damages
and cost of suit taxed at two pounds four shillings
and four pence and thereof Ex. is. 17th March 1772.

Smith } Silas Smith of South Brimsfield in the County of Hamp.
vs } shire yeoman Plt. vs John Probrook of S. South-
Probrook } Brimsfield yeoman Deft. in a plea of the Case for
N^o 45 } that S. John at Northampton in S. County on the
Eleventh day of Decemb^r. 1771 by his Note of that
date for value received promised said Silas to pay him
nine pounds ten shillings lawful money on demand
yet said John hath not paid the same to the damage
of the said Silas fifteen pounds. the Plt. appears by
Joshua Upham Esq. his att^y. and the said John comes
here and moves that this action may be continued
that he may procure a Maternal Witness whom he
swears he has not been able to procure at this Term
and the parties accordingly have a day before the
Lord the thing here untill the third Tuesday of May
next following said second Tuesday of Feb^ry afores^d.

Wallis } Jonathan Wallis of South Brimsfield in the County
vs } of Hampshire yeoman Plt. vs Robert Moulton of
Moulton } said South Brimsfield yeoman Deft. in a plea of the
N^o 46 } case for that said Robert at Northampton in S. County
on the twentieth day of Decemb^r. 1770 by his Note
of that date for value received promised said Jonathan
to pay him seven pounds three shillings and two
pence at or before the first day of May then next
with Interest till paid yet said Robert hath never
paid the same to the damage of the said Jonathan
twelve pounds. the Plt. appears by Joshua Upham Esq.
his att^y. and the said Robert the three times publicly
called makes default of appearance here - therefore it
it is considered by the Court that the said Jonathan
do recover against the said Robert six pounds 1/10 3/4
lawful money damages and cost of Court taxed at
two pounds ten shillings. and thereof Ex. is. 9th March 1772

Brecknell } Robert Brecknell of Northampton in the County of
vs } Hampshire Gent. and George Brecknell of Springside
Stockwell } in said County Gent. Plt. vs Timothy Stockwell late
N^o 47 } of Springside aforesaid yeoman Deft. in a plea of

the case for that said Timothy at S. Springfield on the sixteenth day of May A 1769. by his note of that date for value there received promised the Plt^f to pay them or order one pound two shillings and three pence on demand with Interest till paid. Also for that said Timothy at said Springfield on the twenty sixth day of September A 1769. by another note of that date for value there received promised the Plt^f to pay them or order two pounds nine shillings and seven pence on demand with use untill paid. yet said Timothy hath never paid either of said sums to the Plt^f or either of them to the damage of the said Robert and George four pounds. the Plt^f appear by Justin Ely Gent. their Att^y and the said Timothy the three times publicly called makes default of appearance here - therefore it is considered by the Court that the said Robert and George do recover against the said Timothy three pounds ten shillings and six pence three farthings lawful money damages and cost of suit taxed at one pound seven shillings and three pence and thereof. Ex. is. 12th March 1772.

Galeb Bull jun^r of Hartford in the County of Hart-
ford and Colony of Connecticut yeoman Plt^f vs David
Ingersoll of Great Barrington in the County of
Berkshire Jun^r & Esq. Def^t. in a plea of the Case } Ingersoll
for that said David at Northampton in the County } N^o 48
of Hampshire on the last day of Decemb^r A 1771
being lastly indebted to the Plt. the sum of twelve
pounds two shillings lawful money to balance
book acct^s according to the account to the Writ annexed
for divers goods and ~~Merchandise~~ there before that time
sold and delivered to the said David at his request
in consideration thereof said David then and there
promised the Plt. to pay him the same on demand
also for that whereas the said Galeb at said Northampton
on the said last day of September at the special Instance
and request of the said David had before that time sold
and delivered to him the said David divers other
goods wares and Merchandise, he the said David in
consideration thereof then and there assumed on him-
self and promised the said Galeb that so much money
and the said last mentioned goods &c. were reasonably
worth at the time of the sale and delivery thereof
he the said David would well and truly content and
pay to the said Galeb whenever after he should be thereto
required, and the said Galeb says that S^d Goods &c. so
sold and delivered to the said David were at the time
of the sale and delivery thereof reasonably worth the
further sum of twelve pounds two shillings and thereof

Bull
vs
Ingersoll
N^o 18

thereof the said Caleb there afterwards the same day gave notice to the said David, yet said David hath never paid either of said sums to the damage of the said Caleb thirtien pounds. the Ptt. appears by Justin Ely Gent. his att. and the said David three times publicly called makes default of appearance here therefore it is considered by the Court that the said Caleb do recover against the said David twelve pounds two shillings lawful money damages and cost of Court taxed at two pounds sixteen shillings and four pence and thereof he may have his ex. — Ex. is? set April 1772. —

Bull
vs
Smith
N^o 19

Caleb Bull of Hartford in the County of Hartford and Colony of Connecticut yeoman Ptt. vs. David Smith jun^r of Springfield in the County of Hampshire yeoman Deft. In a plea of the Case for that said David at S. Springfield on the last day of Decemb^r 1771 being justly indebted to the Ptt. the sum of nine pounds sixteen shillings lawful money to ballance book^{er} acct^{ts} according to the amount to the Writ annexed, in Consideration thereof said David then and there assumed on himself and faithfully promised the Ptt. to pay him the same on demand. Also for that said David at said Springfield the same day in Consideration that the said Caleb had before that time at the special Instance and request of the said David, sold and delivered to him divers goods, wares, and merchandize of him the S. Caleb he the said David in Consideration thereof then and there undertook and to the said Caleb faithfully promised that he the said David would well and truly pay to the said Caleb so much money as such goods &c. so sold and delivered to the said David by the said Caleb were reasonably worth at the time of the sale and delivery thereof whenever afterward he should be thereto required and the S. Caleb in fact says that the said goods &c. so sold and delivered to him the said David by the said Caleb were at the time of the sale and delivery thereof reasonably worth the further sum of nine pounds sixteen shillings that is to say at Springfield aforesaid of which the said David then and there had notice, yet said David hath never paid either of said sums to the damage of the said Caleb nine pounds sixteen shillings, the Ptt. appears by Justin Ely Gent. his att. and the said David being three times publicly called makes default of appearance here therefore it is considered by the Court that the said Caleb do

do recover against the said David nine pounds six- 11h
ten shillings lawful money damages and cost
of Court taxed at two pounds ten shillings and
thereof he may have his Ex. - Ex. is? 12th March 1772. —

Caleb Bull of Hartford in the County of Hartford Bull
and Colony of Connecticut yeoman Plt. vs. Joseph vs
Leonard junr of Springfield in the County of Hampshire Leonard
shire Gent. Def. in a plea of the case for that said N^o 50
Joseph at said Springfield on the last day of December
1771 being justly Indebted to the Plt. in the sum
of three pounds nine shillings and three pence law-
ful money to ballance book Acct. according to the
Acct. to the Writ annexed, in consideration thereof said
Joseph then and there assumed on himself and faith-
fully promised the Plt. to pay him the same sum
on demand, also for that said Joseph at said Springfield
the same day in consideration that the said Caleb
had before that time at the special Instance and
request of the said Joseph sold and delivered to him
divers Goods and Merchandise of him the said Caleb
he the said Joseph in consideration thereof then and
there undertook and to the said Caleb faithfully-
promised that he the said Joseph would well and truly
pay to the said Caleb so much money as such Goods
and Merchandise so sold and delivered to the said Joseph
were reasonably worth at the time of the sale and
delivery thereof whenever afterward he should be thereto
required, and the said Caleb in fact saith that the
said Goods &c so sold and delivered to the said Joseph
were reasonably worth the further sum of three
pounds nine shillings and three pence, that is
to say at Springfield aforesaid of which the said Joseph
then and there had notice from the said Caleb —
yet said Joseph hath never paid either of s^d. Sums
to the damage of the said Caleb four pounds. —
the Plt. appears by Justices Ely Gent. his Att^y and
the said Joseph the three times publicly called makes
default of appearance here therefore it is considered
by the Court that the said Caleb do recover against
the said Joseph three pounds nine shillings and
three pence lawful money damages and cost
of Court taxed at two pounds ten shillings and
thereof he may have his Ex. Ex. is? 12th March 1772. —

Enoch Cooper of Springfield in the County of Cooper
Hampshire yeoman Plt. vs. David Smith junr vs
of said Springfield yeoman Def. in a plea of the Smith
Case for that said David at said Springfield on N^o 51

Cooper
vs
Smith
N^o 51 } on the twenty second day of December 1769 by
his Note of that date for value reciev^d. promised the P^{lt}.
to pay him three pounds six shillings and seven
pence money on demand with Interest till paid -
yet said David hath never paid the same to the damage
of the said Enock five pounds. the P^{lt}. appears by Just^s
Ely Gent. his att^y. and the said David three times
publicly called makes default of appearance here there-
fore it is considered by the Court that the said Enock
do recover against the said David three pounds fifteen
shillings and one penny two farthings lawful money
damages and Cost of Court taxed at two pounds one
shilling and thereof he may have Ex. Ex. is? 1st Septem^r. 1772.

Rawson
vs
Mitchel
N^o 53 } Elliot Rawson of Middletown in the County of Hartford
and Colony of Connecticut Physician, P^{lt}. vs. Joseph
Mitchel of Ashfield in the County of Hampshire yeoman
Deft. in a plea of the Case for that said Joseph at said
Ashfield on the twenty fifth day of April 1769 by
his Note of that date for value reciev^d. promised the P^{lt}.
Elliot to pay him four pounds lawful money within
two years from the date of said Note with Interest till
paid yet said Joseph hath never paid the same to the
damage of the said Elliot seven pounds the P^{lt}. appears
by Justis Ely Gent. his att^y. and the said Joseph been
three times publicly called doth not appear therefore
it is considered by the Court that the said Elliot do
recover against the said Joseph four pounds six shil-
lings and four pence two farthings lawful money da-
mages and Cost of Court taxed at two pounds seven
shillings, after all which the said Joseph by Jonathan
Ashley Esq. his att^y. comes here and appeals from the
Judgment of this Court to the Superior Court of
Judicature &c to be holden at Northampton within and
for the County of Hampshire on the last Tuesday of
April next and he recognises with sureties as the Law
directs for the said Joseph's prosecuting his P^{lt}. appeal with
effect as n^o. recognizance on file appears.

Day
vs
Gaylord
N^o 54 } Ezekiel Day of Springfield in the County of Hampshire
yeoman, P^{lt}. vs. Eliphalet Gaylord late of South Hadley
in said County yeoman Deft. in a plea of the Case
for that said Eliphalet at said Springfield on the twenty
seventh day of August 1771 by his Note of that date
for value reciev^d. promised the P^{lt}. by the name of Eze-
kiel Day to pay him the Sum of four pounds six shil-
lings on demand with Interest till paid yet
said Eliphalet hath never paid the same to the da-
mage of the said Ezekiel six pounds. the P^{lt}. ap-

pears by Justin Gly Gent. His Att^r and the said Gly
at the three times publicly called makes default of
appearance here therefore it is considered by the Court
that the said Greenhill do recover against the said Gly
phahit four pounds eighteen shillings and eight
pence lawful money damages and cost of suit
taxed at one pound eighteen shillings and sixpence
and thereof he may have his Ex. Ex. is 12th March 1772. —

Thomas Temple of Shutebury in the County of
Hampshire yeoman Plt. vs. Asa Bacon of Ashfield
in said County yeoman Deft. in a plea of the
Case for that the said Asa at S. Northampton on
the twelfth day of Octob^r 1771 by his Note of
that date for value received promised said Thomas to
pay him twenty eight pounds Twentys shillings
lawful money within two months from the date of
said Note with Interest from said time of payment
untill paid yet said Asa hath not paid the same
to the damage of the said Thomas forty pounds.
the Plt. appears by Samuel Barnard Gent. his Att^r
and the said Asa the three times publicly called makes
default of appearance here therefore it is considered
by the Court that the said Thomas do recover against
the said Asa twenty nine pounds 27th lawful money
damages and cost of Court taxed at two pounds 1/3
and now the said Asa by William Billings Esq. comes
here and appeals from the Judgment of this Court to
the Superior Court of Judicature to be holden at
Northampton on the last Tuesday of April next and
he recognises with sureties as the Law directs for the S.
Asa's prosecuting his S. appeal with effect as by recog-
nizance on file appears. —

Eunice Williams of Dursfile in the County of Hamp^r
shire single Woman Plt. vs. Robert Hamilton of Com^r
way in said County yeoman Deft. in a plea of the
Case for that said Robert at Northampton in S. Coun-
ty on the thirtieth day of October 1770 by his Note
of that date for value received promised said Eunice to
pay her seven Bushels of good merchantable Wheat
and two pence lawful money on or before the first
day of Feby^r then next with Interest from S. time
of payment untill paid and the Plt. says that said
seven Bushels of wheat at said time of payment was worth
thirty five shillings lawful money viz at Northampton
aforesaid. Also for that the said Robert at said Northamp-
ton on the seventeenth day of Decemb^r 1770 by his
other Note of that date for value received promised
Eunice to pay her fourteen shillings and ten pence
lawful money within one month from the date of S.
Note with interest from S. time of payment untill paid

Williams
vs
Hamilton
N^o 56

Also for that the said Robert at said Northampton on the last day of Novemb^r 1771 being justly indebted to the Plt. in the sum of four shillings and six pence lawful money to ballance book kept: according to the aut. to the Writ annexed he the said Robert in consideration thereof then and there assumed on him self and to the Plt. faithfully promised to pay her the same sum on demand. Yet the said Robert hath not in any way fulfilled either of his afores^d. promises to the damage of the said Eunice six pounds the Plt. appears by Samuel Barnard Gent. her att^r and the said Robert the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Eunice do recover against the said Robert two pounds ten shilling lawful money damages and cost of suit taxed at one pound nineteen shillings and overs pence and thereof he may have his Ex. Ex. is^d at April 1772. —

Salisbury
vs
Thnaps
N^o 57

Samuel Salisbury of Boston in the County of Suffolk Merchant and Stephen Salisbury of Worcester in the County of Worcester Merchant Plt^s vs Daniel Thnaps of Greenfield in the County of Hampshire Yeoman Def^t. in a plea of the case for that the said Daniel at Northampton in s^d. County of Hampshire on the thirty first day of May 1770 by his Note of that date for value received promised the said Samuel and Stephen to pay them thirteen pounds five shillings and nine pence three farthings lawful money within six months from the date of s^d. Note. and also for that the said Daniel at s^d. Northampton on the last day of Decemb^r 1771 being justly indebted to the said Samuel and Stephen in the sum of seven pounds fourteen shillings and six pence three farthings lawful money according to the aut. to the Writ annexed he the said Daniel in consideration thereof then and there assumed on himself and to the said Samuel and Stephen faithfully promised to pay them the same on demand also for that the said Daniel at s^d. Northampton on the said last day of Decemb^r 1771 in consideration that the said Samuel and Stephen had at the special Instance and request of the said Daniel before that time sold and delivered to the said Daniel sundry other goods Wares and Merchandises according to the aut. to the Writ annexed he the said Daniel then and there assumed on himself and to the Plt^s faithfully promised that he would well and truly pay them so much money as the said goods &c were reasonably worth at the time of the said sale and delivery —

and the said Samuel and Stephen in fact say that said Goods &c at the time of their said Sale and delivery were reasonably worth one other sum of seven pounds four ten shillings and six pence three farthings lawful money viz at Northampton aforesaid of which the said Daniel then and there had notice. Yet said Daniel has never fulfilled either of his aforesd promises to the damage of the said Samuel and Stephen thirty pounds. The Pttf appear by Samuel Barnard Gent. their att. and the said Daniel the three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Samuel and Stephen do recover against the said Daniel twenty one pounds nineteen shillings and eight pence halfpenny lawful money damages and Cost of Court taxed at three pounds six shillings and four pence and thereof he may have his Executions. Ex. is. 7th March 1772.

Eunice Williams of Dursfield in the County of Hampshire (Williams
shire Single Woman Ptt. vs. Ebenezer Scott of Bernalston vs
town in said County yeoman Deft. in a plea of the Debt
case for that the said Ebenezer at S. Northampton on the
twelfth day of Octob. A 1770. by his Note of that date No 58
for value received promised said Eunice to pay her two
pounds nineteen shillings in Cash or good Merchantable
wheat at four shillings by the Bushel by the twelfth
day of Febry then next with Interest from the time
of payment untill paid. Yet the said Ebenezer hath
never paid the same or in any way fulfilled his said
promise to the damage of the said Eunice four pounds
the Ptt. appears by Samuel Barnard Gent. her att.
and the said Ebenezer the three times publicly called
makes default of appearance here therefore it is con-
sidered by the Court that the said Eunice do recover against
the said Ebenezer three pounds two shillings and six
pence lawful money damages and Cost of Court
taxed at two pounds one shilling and three pence
and thereof he may have his Ex. Ex. is. 1st April 1772.

David Sexton of Dursfield in the County of Hampshire (Sexton
yeoman Ptt. vs. Zachariah Warner junr of Springfield vs
in said County yeoman Deft. in a plea of the Law Warner
for that the said Zachariah at S. Northampton on the
thirtieth day of May A 1769 by his Note of that date No 59
for value received promised the said David to pay him
the value of seven pounds lawful money in good
West India Rum or Sugar at cash price to be delivered
at said David's dwelling house in said Dursfield on or before
the twenty sixth day of August A 1771 with Interest
from said time of payment untill paid. Yet the said
Zachariah hath never in any way fulfilled his aforesd
promise, to the damage of the said David ten pounds

Texten
vs
Warner
N^o 59 } the P^t. appears by Samuel Barnard Gent his Att^r
and the said Zachariah the three times publicly called
makes default of appearance here therefore it is
considered by the Court that the said David do recover
against the said Zachariah seven pounds four shil-
lings and two farthings lawful money damages
and Cost of Suit taxed at one pound nineteen shil-
lings and eleven pence and thereof he may have his Ex. in 21st March 1772.

Barnard
vs
Sylvester
N^o 60 } Salah Barnard of Dursfield in the County of Hamp-
shire Gent. P^t. vs. Seth Sylvester of Chesterfield in
said County yeoman Def^t. in a plea of the Case for
that the said Seth at S. Northampton on the twenty
third day of May 1769 by his Note of that date
for value received promised the said Salah to pay him
the sum of twenty five pounds lawful money on
or before the first day of Novemb^r then next with
Interest till paid yet said Seth hath never paid S.
sum but unjustly neglects it to the damage of the
said Salah forty pounds. the P^t. appears by Samuel
Barnard Gent. his Att^r. and the said Seth being
three times publicly called to come into Court doth
not appear therefore it is considered by the Court that
the said Salah do recover against the said Seth seven
nine pounds fifteen shillings and three pence law-
ful money damages and Cost of Court taxed at
one pound nineteen shillings and seven pence
and thereof he may have his Ex. in 3rd Septem^r 1772.

Wait
vs
Ford
N^o 61 } Seth Wait of Whately in the County of Hampshire
yeoman P^t. vs. William Ford of Ashfield in S. County
yeoman Def^t. in a plea of the Case for that the said
William at S. Northampton on the second day of Octob^r
1771 by his Note of that date for value received pro-
mised one Asa Bacon to pay him or Order eight
pounds twelve shillings and seven pence lawful
money on or before the first day of Decemb^r then
next with Interest till paid and afterwards viz
on the same second day of Octob^r at S. Northampton
the said Asa by his Indorsement on that note assigned
the same Note to the S. Seth and ordered the con-
tents thereof then wholly due to be paid to the
P^t. of all which the said William then and there
instantly had notice and so became liable to pay
the contents of S. note to the P^t. according to the
tenor thereof and being so liable the said William
then and there in consideration thereof promised
the P^t. to pay him the same accordingly on

or before the said first day of Decemb^r? then next. yet the said William hath never paid the same to the damage of the said Seth twelve pounds. the Plt. appears by Samuel Barnard Gent. his Att^r and the said William tho' three times publicly called to come into Court hath not appear therefore it is considered by the Court that the said Seth do recover against the said William eight pounds sixteen shillings and five pence lawful money damages and cost of suit taxed at one pound eighteen shillings and thereof he may have his Ex. & Co. is? 6th August 1772.

Simcon Harvey of Dursfield in the County of Hamp^r (Harvey
shire yeoman Plt. vs Elijah Wells of Conway in
said County yeoman Dft. in a plea of the last Wells
for that the said Elijah at S^r Northampton on the
twenty seventh day of Novemb^r? D 1770. by his Note N^o 62
of that date for value received promised the said Simcon
to pay him four pounds ten shillings lawful money
by the first day of May then next with Interest till
paid yet the said Elijah hath never paid said sum
but neglects it to the damage of the said Simcon
six pounds. the Plt. appears by Samuel Barnard Gent.
his Att^r and the said Elijah tho' three times publicly
called makes default of appearance here therefore
it is considered by the Court that the said Simcon do
recover against the said Elijah four pounds sixteen
shillings and six pence halfpenny lawful money da-
mages and cost of suit taxed at one pound nine
pence shillings and seven pence and thereof he may
have his Executions - Ex. is?

Daniel Jones of Hinddale in the County of Ches- (Jones
ter and Province of New Hampshire Esq. Plt. vs
Samuel Hunt of Charlestown in the County of Hamp^r (Hunt
shire Gent. Dft. in a plea of the last for that the
said Samuel at Northampton in S^r County of Hamp^r N^o 63
shire on the twentieth day of January D 1770
by his Note of that date for value received promised
the said Daniel to pay him the sum of three pounds
thirteen shillings and four pence lawful money
on demand with Interest till paid. yet the said
Samuel hath not paid said sum but unjustly neg-
lects it to the damage of the said Daniel six pounds
the Plt. appears by Samuel Barnard Gent. his Att^r
and the said Samuel tho' three times publicly called
makes default of appearance here therefore it is con-
sidered that the said Daniel do recover against the said
Samuel four pounds two shillings and six pence
lawful money damages and cost of suit taxed at two
pounds 9/4 and thereof he. Ex. is? 1st April 1772.

Symour Esq. vs Warner
N^o 65
Thomas Symour of Hartford in the County of Hartford
Colony of Connecticut Gent. only Surviving Exor
of the last Will and Testament of Thomas Symour Esq.
late of said Hartford deceased. Plt. vs. John Warner of New
Hampshire yeoman Deft. in
a plea of the case for that said John at S. Northampton
on the fourth day of March 1765 by his Note of that
date for value received promised said Thomas Symour Esq.
then living to pay him three pounds ten shillings and
six pence lawful money on demand with Interest till
paid but said John hath not yet paid the same either
to the said Thomas Symour Esq. while living or to
the Plt. and one David Symour who was joint Exor
with the Plt. and is now deceased or either of them, to
the damage of the said Thomas the Plt. six pounds
the Plt. appears by Moses Rolfe Esq. his Att. and the
said John the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Thomas the Plt. do recover against the
said John five pounds lawful money damages and
cost of suit taxed at two pounds eleven shillings &
ten pence and thereof &c. &c. is. 7th March 1772. —

Ledyard Esq. vs
Preston &c.
N^o 66
Ebenizer Ledyard Merchant and William Ledyard
Merchant both of Groton in the County of New London
and Colony of Connecticut Exors of the last Will
and Testament of John Ledyard Esq. late of Hartford
in the County of Hartford and Colony afores. deceased.
Plt. vs. Samuel Preston yeoman of South Hadley in
the County of Hampshire and Elijah Alford
late of S. South Hadley yeoman Deft. in a plea that
they render to the said Ebenizer and William one
hundred and twenty three pounds and two pence
one farthing lawful money which to the said John
in his life time they owed and from the Plt. said
Ebenizer and William unjustly detain, whereupon
the said Ebenizer and William declare and say that
the said John in his life time before and by the
consideration of the Justices of the Superiour Court
of Judicature &c. holden at Springfield in the Coun-
ty of Hampshire and for the Counties of Hampshire
and Berkshire on the fourth Tuesday of Septemb.
1765 rendered judgment against the said Samuel
and Elijah for the sum of one hundred and nine-
teen pounds and six pence one farthing lawful
money damages and three pounds nineteen
shillings and eight pence like money costs &c. whereof
they the said Samuel and Elijah are convicted as
by the record thereof in Court to be produced mani=

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fully appears which Judgment yet remains in its
full force not reversed annulled discharged or any ways
satisfied and tho the said John hath paid out divers
Writs of Execution upon the Judgment aforesaid yet
the return day thereof hath long since been past and only
the sum of nine pounds nineteen shillings and six
pence hath been levied and paid thereon and for the
residue said Judgment is wholly unsatisfied, by means
whereof and from whence Action accrues to the Ptt:
to have and recover the residue of the sum of 5. Judg-
ment yet they the said Samuel and Elijah or either
of them have never paid the same or any penny
thereof either to the said John in his life time
or to the Ptt: or either of them since said John's death
to the damage of the said Ebenezer and Williams
one hundred and thirty pounds, the Ptt: appear by
Moses Bliss Esq. their Att: and the said Deft: the three
times publicly called to come into Court do not
appear therefore it is considered by the Court that
that the said Ebenezer and Williams with their own Con-
sent do recover against the said Samuel and Elijah
one hundred and seventeen pounds fifteen shillings
and six pence one farthing lawful money damages
and Deft. and cost of suit taxed at three pounds and
eight pence and thereof H. Ex. is. 7th March 1772.—

Joseph Pease of Suffield in the County of Hampshire
shopkeeper Ptt. vs. Timothy Burbank of Springfield
in said County yeoman Deft. in a plea of the case } Pease
for that said Timothy at said Springfield on the ninth } vs
tenth day of April 1771 by his note of that date } Burbank
for value received promised said Joseph to pay him } N^o 68
or his Order eight pounds eighteen shillings lawful }
money within three months from the date of said }
Note with Interest from thence untill paid yet }
said Timothy the often requested hath not paid the }
same to the damage of the said Joseph nine pounds }
the Ptt. appears by Moses Bliss Esq. his Att: and the }
said Timothy the three times publicly called makes }
default of appearance here therefore it is considered }
that the said Joseph do recover against the said Timothy }
four pounds nine shillings and five pence three far- }
things lawful money damages and cost of Court }
taxed at two pounds four shillings and ten pence }
and thereof he may have his Ex. Ex is. 22. May 1772.—

Joseph Pease of Suffield in the County of Hampshire } Idem
yeoman Ptt. vs. Micah Miller of Northampton in } vs
said County yeoman Deft. in a plea of the case } Miller
for that said Micah at Northampton in s. County } N^o 69
on the twentieth day of March 1770 by his }

Pease
vs
Miller
N^o 69

his Note of that date for value received promised to
one Alexander Allen to pay him or his Order
twenty nine pounds sixteen shillings and three
pence halfpenny lawful money whenever after
he should be thereto requested, and afterwards no
part of the contents of said Note having been
paid he the said Alexander at S. Northampton
on the same twentieth day of said March by
his Indorsement for value thereof received of him the
said Joseph assigned S. Note over to the S. Joseph
for value received according to the tenor thereof, whereof
the said Miall Instantly had notice, and so became
liable to pay the contents of S. Note to the S. Joseph
accordingly whenever afterwards he should be thereto
required, and in consideration thereof he the said
Miall then and there upon himself assumed and
to the said Joseph faithfully promised to pay him
the contents of S. Note according to the tenor thereof
and of S. Indorsement whenever after he should be
thereto requested. and also for that said Miall then
and there being Indebted to the said Joseph in one
other sum of twenty nine pounds sixteen shillings
and three pence halfpenny for so much money there
before that time had and received of him the said
Joseph to his the said Joseph's use in consideration
thereof promised said Joseph to pay him the same
on demand yet S. Miall hath never paid S. Joseph
either of S. Sums or any way performed either of
his said promises to the damage of the said Joseph
sixty five pounds. the Plt. appears by Mons Rolfe
Esq. his Att. and the said Miall being three times
publicly called doth not appear therefore it is con-
sidered by the Court that the said Joseph do recover
against the said Miall thirty three pounds four
shillings and nine pence two farthings lawful mo-
ney damages and cost of Court taxed at two pound
five shillings and two pence. and thereof re. Ex. is. 22. May 1772

Terry
vs
Pease
N^o 70

Benjamin Terry jun^r of Enfield in the County of
Hampshire yeoman Plt. vs. Parker Pease of Wilbra-
ham in said County yeoman Deft. in a plea
of the case for that said Parker at S. Northampton
on the fourth day of January 1771 by his Note
of that date for value received promised said Benjamin
to pay him forty one shillings money on demand
with Interest till paid yet said Parker hath
not paid the same to the damage of the said—

Benjamin three pounds. the Plt appears by Moses Blifs Esq. his att. and the said Parker being three times publicly called makes default of appearance here therefore it is considered by the Court that the said Benjamin do recover against the said Parker two pounds two shillings and seven pence halfpenny lawful money damages and cost of Court taxed at two pounds five shillings and four pence and thereof he may have his Execution. Ex. is. 7th July 1772. 147

Moses Blifs Esq. of Springfield in the County of Hampshire Plt. vs. Asa Burnham of said Springfield yeoman Deft. in a plea of the case for that said Asa at said Springfield on the twenty third day of June 1770 by his Note of that date for value reciev. promised said Moses to deliver him thirty five shillings lawful money worth of good merchantable wheat at cash price by the thirtieth day of Decemb^r then next with Interest for the same untill paid. And also for that said Asa there on the same twenty third day of June by his other Note of that date for value reciev. promised said Moses to pay and deliver him thirty four shillings and ten pence lawful money worth of good merchantable wheat by the said fifteenth day of said December with Interest till paid. And also for that said Asa at said Springfield on the twenty third day of April last past by his other Note of that date for value reciev. promised said Moses to pay him twenty shillings and nine pence by the first day of Novemb^r then next with Interest till paid. yet the said Asa hath not any way performed either of his said promises but neglects to do it to the damage of the said Moses six pounds. the Plt. appears in his own proper Person and the said Asa tho' three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Moses do recover against the said Asa four pounds sixteen shillings and five pence three farthings lawful money damages and cost of Suit taxed at two pounds two shillings and four pence and thereof &c. Ex. is. 7th March 1772. Blifs Esq. Burnham N^o 71

Moses Blifs Esq. of Springfield in the County of Hampshire Plt. vs. Thomas White 2. of South Hadley in said County yeoman Deft. in a plea of the case for that said Thomas at said South Hadley on the twentieth day of August 1770. by his Note of that date for value reciev. promised said Moses to pay him two pounds ten shillings and nine pence lawful money within one year from the date with Interest for the same. yet s^d Thomas hath not paid Idem vs White N^o 72

Bliss
vs
White
No 72 } paid said Moses the same to the damage of the d.
Moses three pounds. the Plt appears in his own
proper person. and the said Thomas being three
times publicly called makes default of appearance
here therefore it is considered by the Court that
the said Moses do recover against the said Thomas
two pounds fifteen shillings and two pence three
farthings lawful money damages and cost of Court
taxed at one pound eighteen shillings and eight
pence and thereof. Ex. is? March 7th 1772.

Jam
vs
Phillips
No 73 } Moses Bliss of Springfield in the County of Hamp-
shire Esq. Plt. vs. James Phillips of Springfield Esq.
yeomanr Deft. in a plea of the Case for that said
James at said Springfield on the twentieth day of
July last past. by his Note of that date for value
received promised said Moses to pay him or his
Order three pounds eighteen shillings and two pence
lawful money on demand with Interest till paid.
And also for that said James at said Springfield on
the twenty second day of August last past by his other
note of that date for value received promised said
Moses to pay him one pound nineteen shillings
and five pence lawful money on demand with
Interest with Interest till paid yet said James tho
often requested hath not paid either of d. sums
to the damage of the said Moses seven pounds. The
Plt. appears in his own proper person and the d.
James being three times publicly called doth
not appear therefore it is considered by the Court
that the said Moses do recover against the said
James six pounds one shilling and four pence
lawful money damages and two pounds and
ten pence cost of Court as taxed &c and thereof
may have his Ex. - Ex. is? 7th March 1772. -

Lambton
vs
Goolley
No 74 } John Lambton of Springfield in the County of Hamp-
shire yeomanr Plt. vs. Hereshiah Goolley of d. Spring-
field yeomanr Deft. in a plea of the Case for that
said Hereshiah at said Springfield on the twenty first
day of March last past, by his Note of that date
for value received promised said John to pay him
four pounds lawful money on or before the first
day of November then next, yet said Hereshiah hath
not paid the same to the damage of the d. John
five pounds. The Plt appears by Moses Bliss Esq. his
att. and the said Hereshiah being three times pub-
licly called makes default of appearance here-
therefore it is considered by the Court that the
said John do recover against the said Hereshiah four

four pounds two shillings and four pence halfpenny 148
lawful money damages and cost of Court taxed at
two pounds and eight pence and thereof. Ex. is. 12th May 1772.

Jedidiah Blifs of Springfield in the County of Hamp- Blifs
shire gent. Plt. vs. Merckiah Goolley of S. Springfield yeo- vs
man Deft. in a plea of the Case for that said Merckiah Goolley
at said Springfield on the twelfth day of August 1771 }
by his Note under his hand of that date for value } N^o 75
received promised said Jedidiah to pay him or his Order
five pounds two shillings and eleven pence halfpenny
lawful money by the first day of November then
next with Interest till paid yet said Merckiah hath
not paid said Jedidiah the same or any penny thereof
to the damage of the said Jedidiah six pounds the Plt.
appears by Moses Blifs Esq. his Att. and the said Me-
rkiah being three times publicly called doth not
appear here therefore it is considered by the Court
that the said Jedidiah do recover against the said
Merckiah five pounds six shillings and one penny
two farthings lawful money damages and Cost of Suit
taxed at two pounds and eight pence and thereof he may
have his Execution. — Ex. is.

William Phillips of Boston in the County of Suff- Phillips
olk Esq. Plt. vs. Jonathan Worthington of Springfield vs
in the County of Hampshire yeoman Deft. in a }
plea of the Case for that said Jonathan at S. Spring- }
field on the thirtieth day of November 1770. by his } N^o 76
note of that date for value received promised said William
to pay him or his Order twenty seven pounds lawful mo-
ney within one year from the date thereof with Interest
till paid, yet said Jonathan hath never paid said William
the same or any penny thereof to the damage of the said
William Eighty five pounds. the Plt. appears by Moses
Blifs Esq. his Att. and the said Jonathan being three
times publicly called makes default of appearance here - therefore
it is considered by the Court that the said William do recover
against the said Jonathan Eighty two pounds thirteen shillings
and two pence lawful money damages and Cost of Court
taxed at three pounds five and two pence and thereof he may
have his Execution. — Ex. is. 12th May 1772.

Caleb Clark of Belchertown in the County of Hampshire Clark
yeoman Plt. vs. Phineas Mansuets of S. Belchertown yeo- vs
man Deft. in a plea of Trespass for that the said - }
Phineas at said Belchertown on the twenty third day }
of June in the sixth year of his Majesty's reign in the } N^o 77
night time of the same day did with force and Arms
pull down and destroy ten rods of the said Ca-
ble fence of the value of ten shillings partly surrounding
and inclosing said Caleb's field so called part of his farm
there and thereby opened and exposed said field and six acres of

Clark
vs
Hannum
N^o 77

of standing Corn of the said Caleb therewith wheat then
and there being and growing in said field of the value
of twenty pounds to be eat up and destroy'd by Cattle. -
and also for that said Phinehas at said Belcher town on the
tenth day of July in the same year in the night time
of the same day did with force and arms prostrate
pull down and destroy eight rods of the said Caleb's
fence of the value of eight shillings partly surround-
ing the close aforesaid and by means thereof opened the
same close in several places and the standing Corn
aforesaid then and there still being and growing there
by exposed to be eat up and destroy'd. and also for
that said Phinehas at said Belcher town on the twenty fifth
day of said July and in the night time of the same day
did with force and arms break and enter the said Caleb's
close aforesaid and forty rods of the said Caleb's other fence
partly surrounding the same close and of the value of
forty shillings the said Phinehas then and there did
with force and arms prostrate pull down and destroy
thereby opening the same close and exposed the aforesaid
standing Corn of the said Caleb then and there still being
to be eat up trod down and destroyed and one shock of
the said Caleb's wheat containing ten shocks of the value
of forty shillings in the same close standing and being
the said Phinehas then and there with force and arms
as aforesaid did pull down scatter and destroy and also
for that said Phinehas then and there with force and
arms as aforesaid did in the night time of the same day
prostrate pull down and destroy five rods of the said
Caleb's other fence of the value of five shillings partly
surrounding inclosing and enclosing another close of
the said Caleb there in his farm aforesaid and on
the north side of the Lane that leads to the said Caleb's
House and thereby opened the said close and exposed
two acres of the said Caleb's other standing Corn then
and there being of the value of five pounds to be
eat up and consumed also for that said Phinehas then
and there with force and arms did pull up pro-
strate and destroy other five rods of the said Caleb's
fence of the value of five shillings partly surround-
ing another close of the said Caleb in his farm
aforesaid and on the south side of the Lane aforesaid
and thereby opened the same close and exposed six
acres of the said Caleb's good mowing grass then and
there being to be eat up trod down and destroyed
also for that said Phinehas then and there with
force and arms as aforesaid did break and enter
another close of the said Caleb in his farm aforesaid
containing about twenty acres partly mowing and
partly tillage land and then covered with standing Corn

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and mowing grass of the value of thirty pounds and ten
rods of the said Galeb's other fence of the value of ten shil-
lings then and there partly surrounding and securing
said Close in the said Phinehas then and there with
force and arms as aforesaid did prostrate pull down
and destroy and thereby opened the same Close and
exposed the corn and grass then and there being as
as aforesaid to be eaten up and destroyed. and also for that
said Phinehas then and there with force and arms did
break and enter another Close of the said Galeb there
called his yard there in his farm aforesaid and ten
rods of the said Galeb's other fence of the value of ten
shillings partly surrounding said yard did then and
there pull down and destroy and sixteen of the said Galeb's
horn cattle then and there shut up and restrained in
said yard in the said Phinehas then and there with
force and arms as aforesaid did let out and deliver
from said yard and by pulling down the fence last
aforesaid the said Phinehas then and there opened the
way for the same cattle to go from the said yard im-
mediately into the said Galeb's north pasture so called and
adjoining to said yard where was the Orchard Apples
standing corn potatoes & grass of the said Galeb of the
value of ten pounds into which the said cattle immedi-
ately entered and destroyed the same. Also for that said
Phinehas then and there with force and arms as aforesaid
one Grindstone of the said Galeb of the value of ten shillings
and one pair of cast Ladders of the value of three shillings
did break to pieces spoil and destroy, and many other trov-
eries against the said Galeb in the said Phinehas then
and there did contrary to Law and against the name
of our Lord the King. and to the damage of the
said Galeb fifty pounds. the Plt. appears by John Worthington
Esq. his Att. and the said Phinehas by Simon Strong
Esq. and Joseph Hawley Esq. his Att. comes and de-
fends the force &c and says that he is not guilty in
manner and form as in the foregoing Writ against
him it is declared and thereof puts himself upon
the Country. And the said Galeb likewise.
thereupon the Jurors according to the force form and
effect of the Statutes in this case made and provided
at this time returned and Impannelled being demanded
likewise come who to say the truth concerning the
premises being duly sworn declare upon their Oaths
that the said Phinehas is guilty of the several trespasses
alleged to have been committed on the twenty fifth day
of July 1764 and Assess damages for the said Galeb to
twenty one pounds four shillings and four pence
lawful money - therefore it is considered that the said
Galeb do recover against the said Phinehas twenty
one pounds four shillings and four pence lawful

Clark
vs
Hannum
No 77 } lawful money damages and cost of suit taxed at ten
pounds two shillings and four pence from which
Judgment the said Phineas by his Att^r appeals to
the Superior Court of Judicature to be holden at
Northampton within and for the County of Hamp-
shire on the ~~fourth~~^{last} Tuesday of April next and
they recognize with sureties as the law directs for the
said Phineas prosecuting his said appeal with effect as
by said recognizance and file appears.

Winthrop Esq.
vs
Blake
No 78 } John Hill Winthrop of New London in the County of
New London and Colony of Connecticut Esq. Plt vs.
James Blake of South Brimfield in the County of
Hampshire yeoman Deft. in a plea of Ejectment
wherein the said John demands against the said James
one hundred and twenty acres of Land with the appurte-
nances lying and being in said South Brimfield and is
part of a Tract of four miles square called and known
by the name of the lead mine Lands bounding as-
follows viz on a line on the South side of that part
of S. general Tract that was set off from the residue
as the share or proportions of Mrs Litchmore formerly
the Wife of Thomas Litchmore late of Boston Esq. decd.
and Aunt of said John one mile East of the West side
of said General Tract is the Northwest corner of the Lands
demanded thence running on the same line conti-
nued ~~directly~~ Eastwardly one hundred thirty nine
rods to the North East corner thence south eight de-
grees West one hundred thirty eight rods and five
links to a white Oak tree marked the southeast-
corner thence west eight degrees North one hundred
thirty nine rods to a stake and stones thence
North eight degrees east to the first Station—
and whereupon the said John says that within
twenty years last past in a reasonable time in his
Majesty's reign he was seized of the demanded pre-
mises in his own right as of his Inheritance &
might taking the profits thereof to the value of
five pounds by the year and that when the said
John was so seized thereof the said James unjustly
and without Judgment with force and Arms inter-
into the same Ejected the said John and hath ever
since and still doth hold him out to the damage
of the said John three hundred pounds. the Plt.
appears by John Worthington Esq. his Att^r and the
said James by Joseph Hawley Esq. comes and de-
fends the force & and says he has not dispossessed
or Ejected the said John still Winthrop in manner

and forms as in the writ against him is declared and thereof puts himself on the Country. And the said John reserving to himself the liberty of waving this Demurrer on the T rial on the Appeal and thereby joining the Issue tendered now says that the Deft's plea above pleaded and the matters therein contained is an Insufficient Answer to his Declaration and that he is not holden by the Law of the Land to Answer thereto all which he is ready to verify wherefore he prays Judgment thereof and for the premises demanded and for his Cost. And the Deft. consenting to the reservations aforesaid says his plea is sufficient. Thereupon all and singular the premises being viewed and by the Court of the said the thing now more fully understood for that it appears to the said Court that the plea aforesaid of the said James in manner and form by him above pleaded and the matter therein contained is a good and sufficient Answer to the declaration aforesaid to the declaration aforesaid of the said John and that he ought not to receive any thing upon his plea aforesaid, therefore it is considered that the said John by his plea aforesaid receive nothing but that for his groundless claim he be in money &c. It is also considered that the said James do recover against the said John his Cost for defending his S^d Suit. and now the said John by John Northington Esq. his Att^r appeals from the Judgment of this Court to the Superior Court of Judicature &c. to be holden at Northampton within and for the County of Hampshire on the last Sunday of April next and he requires with sureties as the Law directs for the said John's prosecuting his S^d Appeal with effect as in &c. recognizance or file appears. —

John Still Winthrop of New London in the County of Idems
New London and Colony of Connecticut Esq. Plt. vs.
John Rosebrook of South Brimfield in the County of Rosebrook
of Hampshire yeoman Deft. in a plea of Trespass for N^o 1 of
that the said Rosebrook one close of the Plt's in S^d South
Brimfield being part of the Tract of Land there of four
thousand acres called the lead mine Lands and bound-
ing Easterly on the dividing line between the Counties
of Hampshire and Worcester and Southerly on the
North line of the Colony of Connecticut Westerly
on a Tract of Land (part of the Tract aforesaid) which the
Plt. heretofore sold to May & Lyon and Northerly on
that part of the said General Tract of four thousand acres
that belongs to the Heirs of her that was formerly the Wife
of Thomas Settemer late of Masters Esq. decd. and
Aunt of the Plt. on the first day of Feby in the
seventh year of his Majesty's reign and at divers days
and times between the said first day of Feby and the
first day of January Current with force and arms did

Winthrop Esq. } did break and enter and one hundred and fifty of the
vs } Plt's white pine Trees in the same place then and
Rosebrooke } there standing and growing of the value of ten
N^o 77 } shillings each did with force and arms as aforesaid, cut
down carry away and destroy, and twenty of the Plt's
other trees then and there growing of the value of five
shillings each and his under Wood then and there grow-
ing of the value of forty shillings did then and there
with force and arms as aforesaid cut down and destroy
contrary to law and against the peace of our Lord the
King and to the damage of the said Winthrop ninety
pounds. the Plt appears by John Worthington Esq. his att.
and the said Rosebrooke by Joseph Hawley Esq. his att.
comes and defends the force and Injury &c and says
that he is not guilty in manner and form as in
the foregoing writ against him is alleged and thereof
puts himself on the Country. And the said Winthrop
reserving first to himself liberty of waving this Demand
on the Trial on the Appeal and then joining the Issue
tendered now says that the Plt's plea above pleaded
and the matters therein contained is an Insufficient An-
swer to his Declaration and that he is not bound by
Law to answer thereto all which he is ready to verify
and thereof prays Judgment and Damages for his damages
and lost, and the said Rosebrooke consenting to the re-
servation aforesaid says his plea is sufficient and thereof
prays Judgment. thereupon all and singular the pre-
mises being viewed and by the Court of the said
the thing now here fully understood for that it ap-
pears to the said Court now here that the plea
aforesaid of the S. Rosebrooke the Plt. by him in man-
ner and form aforesaid pleaded and the matters in
the same contained is a good and sufficient answer
in Law to the Declaration aforesaid of the said Winthrop
and that he ought not to receive any thing upon his plea
aforesaid therefore it is considered that the said Win-
throp by his plea aforesaid receive nothing but that
for his groundless claims he be in money &c. it is also
considered that the said Rosebrooke do recover against
the said Winthrop costs for defending the suit of the
said Winthrop &c. The Plt. by his S. att. appeals
from the Judgment of this Court to the Superior
Court of Judicature &c to be holden at Northampton
within and for the County of Hampshire on the last
Tuesday of April next and he recognises with Sureties as
the Law directs for the said Winthrop prosecuting
his said Appeal with effect as by the said Recog-
nizance on file appears.

Moses Miller of Springfield in the County of Hampshire 151-
shire yeoman Plt. vs. Abner Touseley of Springfield in
said County yeoman Deft. in a plea of the Case for
that said Abner at said Springfield on the twenty fourth
day of May 1771 by his Note of that date for value said
promised said Moses to pay or deliver to him at Mr John
Edwards at Hartford within six months fifty gallons of good
and merchantable Rum which the Plt. says would then and
ever since have been worth three shillings ps. Gallon, yet
the said Abner never delivered the said Rum nor any
way fulfilled his said promise to the damage of the said
Moses twenty pounds. the Plt. appears by John Worthing
ton Esq. his att. and the said Abner the three times pub
licly called makes default of appearance here therefore
it is considered by the Court that the said Moses do
recover against the said Abner fifteen pounds five
shillings and two pence lawful money damages and
cost of Court taxed at two pounds one shilling and five pence
and thereof he may have his Ex. - Ex. is. March 9th 1772. -

Bilead Fowler of Westfield in the County of Hampshire Fowler
yeoman Plt. vs. Elisha Williams of Stockbridge in the
County of Berkshire Esq. and Sheriff of S. County Deft. Williams Esq.
in a plea of Trespass on the Case for that whereas at the
Inferiour Court of Common pleas holden at Spring
field within and for said County of Hampshire on the
last Tuesday of August in the tenth year of his Majesty's
reign by the judgment of said Court the said Bilead
recovered against one Elisha Alds then of Exeter
in the County of Hampshire yeoman eight pounds
eight shillings and four pence three farthings lawful
money for his damages and one pound nineteen shil
lings and eight pence for Costs &c. as by the Record
thereof in S. Court remaining is fully manifest and
appears which judgment is yet in full force and effect
not satisfied nor reversed. and the said Bilead says that
at said Springfield afterwards viz on the fourteenth
day of February 1771 he sued out an Alias Writ of Ex
ecution on the Judgment aforesaid in form &c directed
to the Sheriff of the County of Berkshire his under
Sheriff or Deputy requiring the recovery of the sums
aforesaid and the appearance thereof of Record and that
executions thereof then remained to be done and command
ing them that of the goods &c of the said Elisha within
their precinct they should cause to be paid and satisfied
to said Bilead the afores. sums together with three shil
lings and eight pence for that and a former Writ
and for want of goods &c to take the Body of the said
Elisha and him commit unto the Goal in Great Barnington
in said County of Berkshire and there detain him in

Fowler
vs
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No 81

in their Custody untill he should pay the full sum
before mentioned with their fees or till he should be
discharged by said Bilead or otherwise by Order of Law
and that they should make return &c into the Inferiour
Court to be holden at Springfield on the third Tuesday
of May then next. And the said Bilead says that after-
wards viz on the same fourteenth day of Febry at
Great Barrington he delivered a Writ of Execution
to Josiah Smith of Great Barrington then and ever
since a Deputy Sheriff under the said Elijah Williams
to execute and return according to law, and that after-
wards and before the said Return aforesaid of the Writ of Ex-
ecution and while the said Josiah had the same the
said Elisha was there after in the presence of the
Josiah and S. Josiah had him there in his power
and might easily have Arrested taken and committed
him to S. Goal. Nevertheless the said Josiah disregard-
ing the duty of his Office aforesaid in the true and just
Execution of S. Writ in default of S. Court and to defraud
the said Bilead and to hinder and defeat him of the
proper benefit of S. Writ did not take nor arrest the
said Elisha or commit him to the Goal aforesaid but
unjustly neglected so to do and suffered him to go at large
untill the Return of the S. Writ of Ex. and then false-
ly and wickedly returned the same into S. Court with
his Certificate thereon in the words and figures following
vizth Berkshire ss May 20th 1771 by virtue of this Writ
of Execution I have made diligent search within my
jurisdiction for the Goods Chattels Lands and body of the
said Elisha also but cannot find either therefore
return this Execution wholly unsatisfied I not having
received any part of the same. Attest Josiah Smith Deft. Sheriff.
which return of the said Josiah the said Bilead says is
false and that the said Josiah knows the same to be so
when he made it and that in truth and in fact he
did find the said Josiah at Great Barrington that he
was in his presence and within his power there while
he had S. Execution and that he might easily have
taken and committed him as aforesaid and he further says
that immediately after the return of the said Execution the
said Elisha escaped into places to said Bilead unknown
and ever since hath absconded and absented himself so that
said Bilead is totally deprived of the benefit of the said
Execution and wholly lost the sums aforesaid by the
neglect and misfeasance of the said Josiah the Deputy
with and for which the said Elijah the Superior is
chargeable and which is to the damage of the S. Bilead

twenty pounds. the Plt. appears by John Worthington Esq. his Att. and the said Elizab. by Moses Bliss Esq. her Att. comes and defends the force and Injury when &c. and for plea says he is not guilty in manner and form as the Plt. in his declaration hath alleged and therof puts himself on the Country. And the said Biddad reserving liberty to waive this Demurrer on the Trial of the appeal and join the Issue tendered replying says that the aforesaid plea of the said Elizab. is insufficient in Law &c. and prays Judgment for his damages and costs, and the said Elizab. says his plea is sufficient. thereupon all and singular the premises being viewed and by the Court of the Lord the thing now here fully understood for that it appears to the said Court now here that the plea aforesaid of the said Elizab. in manner and form by him above pleaded and the matters therein contained is a good and sufficient answer in Law to the declaration aforesaid of the said Biddad and that he ought not to receive any thing upon his plea aforesaid. therefore it is considered that the said Biddad by his plea aforesaid receive nothing but that for his groundless claim he be in mercy &c. it is also considered that the said Elizab. do recover against the said Biddad his costs for defending the suit of the said Biddad. — Cost. £ 1: 10: 0. —

The Plt. by his S. Att. appeals from the Judgment of this Court to the Superior Court of Judicature &c. To be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and he recognises with Sureties as the Law directs for the said Elizab. prosecuting his said appeal with effect as by the said Recognizance on file appears. —

Biddad Fowler of Westfield in the County of Hamps (Idem
shire yeoman Plt. vs. Sylvanus Perry late of Exmouth
in the County of Berkshire yeoman Deft. in a) Perry
plea of the Case for that in the year 1742. John
Murray Esq. and others purchased from a Committee of the
Province the New Township then called Number nine
for a large sum of money and afterwards obtained a
grant thereof from the General Assembly of S. Province
in Consideration of such money paid into the Treasury on
condition however of settling on S. Tract of Land sixty fa-
milies within three years from the first day of June
aforesaid and of building a dwelling house for each family
by twenty four feet long, eighteen feet wide and seven feet
thick and should have seven acres of Land on each of sixty
rights or parts thereof well cleared and fenced and brought
to English Grass or ploughed and should continue such families
on said Land for the space of six years and should also within
five years from said first day of June actually settle a
Protestant Minister of the Gospel there, and whereas after

Fowler
vs
Percy
No 82.) afterwards the said John Murrey and others the Purchasers
and Original Proprietors of the said new Townships sur-
veyed and laid out and numbered sixty Lots to be disposed
of to Settlers who should purchase the same and under-
take to do the Settlement and duty aforesaid. which Lots
the said Proprietors conveyed and disposed to such proper
Settlers and undertakers as aforesaid two of which Lots
viz the Lots number forty one and Lot number six
afterwards by purchase and by means conveyed from
said Proprietors came into the hands and Possession of D.
Bilad for large sum of money paid for them and on
express Undertaking and Engagement on his part to perform
and do the Settlement and duty aforesaid and the said
Bilad on the nineteenth day of April 1768 being co-
possession of the said two Lots and so obliged to perform and
do the duty and Settlement aforesaid breach of them re-
spectively at the special Instance and request of the said
Sylvanus he sold and conveyed the said Lots to him for
a certain price between them agreed and for and in con-
sideration of the said Sylvanus at the same time agreeing
to do and perform the duty and Settlement aforesaid
on each of D. Lots and the D. Sylvanus then and there by
his promissory Note in writing under his hand of that
date in consideration of one hundred pounds which he there
by acknowledged he had received meaning the value of two
Lots of Land then conveyed to him he then and there pro-
mised said Bilad that he would fulfill all the Conditions
of selling the said two Lots of Land meaning that he would
build a house of the dimensions aforesaid and clear up
and improve seven Acres aforesaid of each of said Lots and
settle a family on each and continue D. family on each
of D. Lots within and for such time as aforesaid and with-
the other Settlers there perform the duty of two such Set-
tlers towards selling a Minister as before mentioned
and all within the respective times of performance above
said which were enjoined by the said General Court
in Conditions of the grant of D. Land as aforesaid and
the said Bilad avers that the said Sylvanus the often
requested hath never performed or done the duty aforesaid
on or respecting either of D. Lots or any part thereof but
hath wholly neglected to do it and that he hath by the neglect
of said Sylvanus of performing D. Settlement and doing
said duty been subjected to great trouble loss and expense
and particularly the said Bilad says that as to Lot num-
ber six aforesaid he purchased the same from one Thomas
Noble junr. of D. Westfield who had by said Proprietors been
originally admitted a Settler thereon under Condition and

and Engagement of doing the Settlement and duty thereon
 in behalf of said Thomas and conveyed the same to said
 Sylvanus under the like Conditions and Engagement aforesaid.
 and that relying on the Engagement and promise aforesaid
 of the said Sylvanus to settle the same and perform the
 duty thereon he neglected to do and perform the same
 himself. And that the same by the neglect of said
 Sylvanus being unperformed the said Thomas at the
 Inferiour Court of Common pleas holden at S. Spring
 field on the last Tuesday of August in the tenth year
 of his Majesty's Reign commenced and prosecuted against
 the said Bilsad his action of the Case setting forth
 the promise and undertaking aforesaid of the said Bilsad
 and his neglect of performing the same and demanding
 against him Damages for his S. neglect whereupon it
 was so provided that at the Superior Court of Judicature
 he holden at S. Springfield on the fourth Tuesday of Sep-
 tember last the said Thomas by the Judgment of said
 Court recovered against said Bilsad forty eight pounds for
 his Damages occasioned by the neglect aforesaid and twelve
 pounds eleven shillings & five pence for his Costs of
 the said Suit which sums with charge of Execution and
 laying fees he hath been compelled to pay with more
 than ten pounds more in defending himself in the said
 Suit and that he hath already been subjected to great trouble
 and Expence in regard to the said other Lot and is yet
 exposed to pay much more by reason of the said Sylvanus
 neglect of performing the duty and Settlement aforesaid
 which neglect of the said Sylvanus in performing his said
 promise is to the damage of the said Bilsad eight pounds
 the Pet. appears by John Worthington Esq. his Att. and
 the said Sylvanus tho' three times publicly called to come
 into Court doth not appear here therefore it is consi-
 dered by the Court that the said Bilsad do recover ag-
 ainst the said Sylvanus eighty pounds lawful money
 damages and Cost of Court taxed at two pounds thir-
 teen shillings and one penny and thereof he may have
 his Execution. Ex. vi. 11th March 1772.

Hampshire fs— George the third by the Grace of { D. Rex
 God of Great Britain France and Ireland King Defender ^{vs}
 of the faith &c. — To the Sheriff of the County of Hampshire his Under Sheriff or Deputy Greeting. { Hawley Esq.
 Whereas at the Court of General Sessions of the peace ^{N 83}
 holden at Northampton within and for said County of
 Hampshire on the second Tuesday of November in the
 Eleventh year of his Majesty's Reign by the Oath of
 twelve Jurors it was presented that the District of South-

D. Pres. } South Brimfield in said County did there consist
or } for the space of two years then last past had consisted
Hawley Esq. } of more than one hundred families or Householders
N^o 83 } and that the Inhabitants of said District for the space
of one year then last past had not set up and main-
tained a Grammar School in said District nor procured
any discreet person of good Conversation well instructed
in the Tongues to keep such School but that they had
been wholly destitute of such School and such School
Master throughout all the terms aforesaid. Contrary
to one Law of this Province in that case made and pro-
vided and against the peace &c. whereupon it was com-
manded to you that you should without delay sum-
mon the said Inhabitants to come before the Justices
of the S. Court to answer unto the premises, whereupon
afterward viz on the third Tuesday of May last before
S. Court at Springfield in said County the said Inhabi-
tants by Trustrum Davis their Agent came and having
had the hearing of the Indictment aforesaid and being put
to plead and Answer to the premises did they upon oath
and say that they were not thereof guilty and thereof put
themselves on the Country and the Att. who for the thing -
prosecuted in that behalf likewise did the same and then-
upon the Jurors attending to the Law of this Province in
that behalf provided at that time returned and Inquest
being likewise demanded came who to say the Truth con-
cerning the premises being duly sworn ^{did} declare upon
their Oath that the said Inhabitants were guilty of the
neglect aforesaid above specified and whereas thereupon it
was considered by the said Court that the said Inhabi-
tants of S. South Brimfield for their Contempt and
neglect aforesaid should pay a fine of forty pounds
of the lawful money of this Province for the support
of schools in the Town of Bernardston and District of
Ware and also that they should pay to us (to be brought
into S. Court and to be disposed of as S. Court should order
the further sum of four pounds nine Shillings and six
pence adjudg'd to us for the cost and expense of the said
prosecution. And whereas the said Inhabitants by Joseph
Hawley Esq. of S. Northampton then in the same Court
appealed from the Judgment of that Court, to the Supe-
riour Court of Judicature &c. then next to be holden at said
Springfield on the fourth Tuesday of September then next
and the same Joseph Hawley Esq. and John Worthington
Esq. of S. Springfield and Moses Bliss Esq. of the same
Town came then into the same Court there and

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acknowledged themselves, severally indebted to us in the
respective Sums following viz the said Joseph as principal
in the Sum of fifty pounds and the said John and Mary
as Sureties in the Sum of five pounds each to be levied
on their Goods or Chattels Lands or Tenements and in want
thereof on their Bodies to the use of us our Heirs or Successors
in last default should be made in the Condition thereof
which was that if the said Inhabitants of the District
of South Brimfield aforesaid should appear at the Super-
iour Court of Judicature ^{aforesaid} to answer to the Indictment
aforesaid and should prosecute their Appeal there with effect
and should abide the Order of the said Court touching
the premises and not depart without the leave of the
said Court then that Recognizance to be void otherwise
to remain in full force as by the Record of S. Recognizance
brought into S. Inferiour Court &c appears. And whereas
we have in the Court last aforesaid understood that the
Inhabitants of S. South Brimfield did not appear at S.
Superiour Court &c aforesaid to answer to the Indictment
aforesaid and did not prosecute their Appeal aforesaid
at S. Court but utterly neglected so to do so that the Re-
cognizance aforesaid remains in full force and the Sums
aforesaid in the said Recognizance mentioned are forfeited
to us and yet remain unpaid We being willing to have
the same speedily paid Comand you that you give
Notice to the said Joseph Hawley Esq. that he be before
the Justices of the S. Inferiour Court next to be holden
at Northampton within and for the County of Hamp-
shire on the second Tuesday of February next to shew cause
if any he has wherefore Execution should not Issue against
him for the said Sum of fifty pounds forfeited by him
as aforesaid and for the Cost of this Suit and further
to do and receive all and every thing which S. Court
shall then and there Consider concerning him in that
behalf and have you then there this Writ with your
doings therein hereof fait not. at y^r. Peril Witness
Israel Williams Esq. at Springfield the twentieth day of
January in the twelfth year of his Majesty's reign 1772.

Wm Williams Esq.

And John Worthington Esq. who for our Lord the King
in this behalf prosecutes now comes here and the Just.
likewise appears and moves that this Action may be
Continued and the said Worthington consenting thereto it
is Considered that S. Parties have a day before the Lord
the King here untill the third Tuesday of May next
following said second Tuesday of February aforesaid.

D^s Rex
vs
Warren
N^o 84

Hampshire fs. George the third by the Grace of God of
Great Britain France and Ireland King-
Defender of the faith &c

To the Sheriff of the County of Hampshire his under
Sheriff or Deputy greeting. — Whereas on the sixth
day of May in the eleventh year of his Majesty's Reg^y
before Oliver Partridge Esq. one of his Majesty's Justices of the
peace in the County of Hampshire personally appeared
William Warren yeoman and Mather Warren yeoman
then both of Hatfield in said County of Hampshire now
of Williamsburgh in the same County and acknowledged
themselves to be severally Indebted to the Lord the King
in the respective Sums following viz the S^r William
as Principal in the Sum of ten pounds and the said
Mather as Surety in the Sum of five pounds to be
levied on their Goods or Chattels Lands or Inements and
in want thereof on their Bodies to the Use of our said
Lord the King his Heirs and Successors if default should
be made in the performance of the Condition of the
same which Condition was — that if said William should
appear personally before the Justices of the Court of Gene-
ral Sessions of the peace then next to be holden at
Springfield within and for the County of Hampshire
on the third Tuesday of May then current to Answer
to such matters and things as should be objected against
him on behalf of our Lord the King and particularly the
presentment of the Grand jury for Theft and should do and
receive that which by the said Court should be then and
there enjoined him and not depart without license —
then said Recognizance to be void and of none effect —
otherwise to remain in full force and Virtue as by the
Record of S^r Recognizance in said Court to be produced
is manifest and appears and whereas S^r William did
not appear in said Court of General Sessions &c holden
at Springfield on S^r third Tuesday of May to Answer
to said presentment or to any thing whatever that might
have been there objected against him on behalf of our
sovereign Lord the King but tho' he was then and
there three times solemnly called to come into S^r Court
did not appear but made default thereof Whereby the
said Recognizance remains against them the said William
and Mather in its full strength and the Sums therein
mentioned become forfeited and due to our sovereign Lord
the King, and the S^r Lord the King being willing to
have the said Sums forfeited and due as aforesaid just-
ly said, you are hereby commanded to give Notice
to the S^r Mather Warren that he be before the Justices

of the Inferiour Court of Common Pleas to be holden at Northampton within and for said County of Hampshire on the second Tuesday of July next then and there to shew cause if any he has wherefore Executions should not be issued against him for the said sum of five pounds by him so forfeited as aforesaid and for the cost of this Suit and further to do and receive all and every thing which said Court shall then and there consider concerning him in this behalf &c. And now John Worthington Esq. who for our Lord the King in this behalf prosecutes comes here and the said matter the third times publicly called to come into Court doth not appear and the said Att^y for the Lord the King says he will no further prosecute this action against Mather Warren.

Martha Greene Widow and Gentlewoman Rufus Greene Merchant and Benjamin Greene Merchant all of Northampton in the County of Suffolk ^{Pltts} vs Joseph Putney of Northampton in the County of Hampshire ^{Def} Green or
Putney
N^o 97
 Plt. in a plea that he owes and from them unjustly detains and whereon they say that at S. Northampton on the eighteenth day of April in the tenth year of his Majesty's reign the said Joseph by his bond &c of that date in Court to be produced bound and obliged himself to them in the sum of one hundred pounds to be paid them on demand yet said Joseph hath never paid the same but unjustly neglects it to the damage of the said Martha Rufus and Benjamin one hundred pounds. the Plt^s appear by John Worthington Esq. their att^y and the said Joseph the three times publicly called makes default of appearance here - therefore it is considered by the Court that the said Martha Rufus and Benjamin do recover against the said Joseph fifty one pounds sixteen shillings and seven pence two farthings lawful money Debt and Cost of Court taxed at three pounds two shillings and thereof he may have &c.

John Worthington Esq. of Springfield in the County of Hampshire ^{Plt} vs Zachariah Warner of Springfield ^{Def} Worthington
Warner
N^o 98
 Plt. in a plea of the Law for that S. Zachariah at said Springfield on the twenty eighth day of January A 1771 by his Note of that date for value received promised the said John to pay him or his Order six pounds on demand with lawful Interest for the same untill paid yet the said Zachariah the often request &c hath never paid the same but neglects it to the damage of the said John eight pounds. the Plt. appears -

Worthington } in his own proper person and the said Zachariah the
Warner } three times publicly called to come into Court doth not
No 88 } appear here. therefore it is considered by the Court
that the said John do recover against the said Zachariah
six pounds seven shillings and seven pence lawful
money damages and Cost of Suit tax'd at two
pounds and eight pence and thereof he may have
his Execution. — Ex. is? 12th Feb^y 1772. —

Stiles } Isaac Stiles of Springfield in the County of Hampshire
vs } yeoman Plt. vs. David Smith of the place called Agawam
Smith } in S. Springfield yeoman Def. in a plea of the Case for
No 89 } that the said David at said Springfield on the twenty fifth
day of January Current by his Note of that date for
value receive promised said Isaac to pay him thirteen pounds
ten shillings on demand with Interest till paid. yet
said David hath never paid the same to the damage
of the said Isaac twenty pounds. the Plt. appears by John
Worthington Esq. his Att^y and the said David the three
times publicly called makes default of appearance here
therefore it is considered by the Court that the s^d. Isaac
do recover against the said David thirteen pounds eleven
shillings and one penny lawful money damages
and Cost of Court tax'd at two pounds one shilling &
and two pence and thereof &c. Ex. is? 14th March 1772. —

Greene & } Martha Greene Gentlewoman Rufus Greene Merchant &
vs } Benjamin Greene Merchant all of Boston in the Coun-
French } ty of Suffolk Executors of the last Will and Testament
No 90 } of Thomas Greene late of S. Boston Esq. dec'd Plt. vs.
Thomas French of Conway in the County of Hampshire
yeoman Def. in a plea that the said Thomas French
ownd to them one hundred and sixty pounds which
from them he unjustly detains and whereon they say
that at S. Northampton on the twenty fifth day of May
A 1758 the said French by his bond &c of that date
is Court to be produced bound and obliged himself by
the name of Thomas French j^r of Duxfield yeoman. to
the said Thomas Greene then living in the said sum of
one hundred and sixty pounds to be paid him on demand
yet said Def. hath never paid the same to the said —
Thomas Greene while living neither to the s^d. Executors
since the death of the said Testator to the damage of
the s^d. Martha Rufus & Benjamin one hundred and
sixty pounds. the Plt^s. appear by John Worthington Esq.
their Att^y and the said Thomas French the three times
publicly called makes default of appearance here therefore
it is considered by the Court that the said Martha
Rufus and Benjamin do recover against the s^d. Thomas

French twenty nine pounds four shillings and seven
pence lawful money Debt and Cost of Court Tax'd at
three pounds three shillings and four pence and therefor. —

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Simons Ashley of Westfield in the County of Hampden (Ashley
yeoman Plt. vs. Biddad Fowler of S. Westfield yeoman) vs
Deft. in a plea that the said Biddad owes to him five
pounds lawful money which to him he owes and from
him Unjustly detains and for this cause, that is to say
that whereas certain Controversies and disputes had arisen &
been subsisting between the said Simons and Biddad
of and concerning the said Simons giving up to the said
Biddad a deed of a tract of Land in S. Westfield commonly
called Whipperry, which said one Sylvanus Perry had ex-
ecuted and delivered to said Simons as an award to be delivered
to said Biddad only on certain conditions and of and concern-
ing a Note that said Biddad had made to said Simons
to save him harmless from all costs that said Perry might
put him to for delivering said deed to said Biddad which Note
was put into the hands of one Nathaniel Waller to be
kept as a security for said Simons against said Biddad for
his being saved harmless and indemnified as aforesaid. for
settling which Controversies and disputes they the said
Simons and Biddad at said Westfield on the twenty ninth
day of October 1771 submitted themselves to stand to the
award order and judgment of John Phelps Gent. Samuel
Mather Gent. and Richard Tally yeoman. all of S. Westfield
Arbitrators indifferently chosen between them, so that the
award should be made between them by said Arbitrators
in a reasonable time. and that the said Arbitrators tak-
ing upon them the charge of the Arbitrament aforesaid
there afterwards viz on the same twenty ninth day of Oc-
tober having fully heard the said Simons and Biddad the
Parties and their respective allegations, relative to the Contro-
versies and disputes aforesaid and duly considered the same
did award order and determine in manner following viz
that said Biddad should pay to the said Simons five pounds
lawful money on demand or discount the same sum with said
Simons and that said Simons should deliver up said Note to
said Biddad when said Biddad would go with him to S. Waller to
receive it. and that that award be a final settlement of their
Controversies in the premises, which award the said Arbitrators
then and there declared and delivered to the said Simons and
Biddad and the said Simons says that the said Biddad hath
never discounted with him the said sum of five pounds
but wholly refused so to do, and that thereby by S. Award
action accrued to the said Simons to demand and have of
the said Biddad the said sum of five pounds, yet said Biddad
hath never paid the same to the damage of the said
Simons eight pounds. the Plt. appears by John Worthington Esq.

Ashley } his Att^y. and the said Billed by Moses Bliss Esq. his Att^y.
 vs } comes and defends and reserving liberty to waive this plea
 Fowler } on the Oath of the Appeal says the Att^y. never requested
 N^o 91 } of him the said Billed the payment of the said Sum
 of five pounds within mentioned awarded to be paid
 as the Att^y. in his declaration hath alledg'd and thereof
 puts himself on the Country. And the said Simon says
 that the plea of the said Billed above pleaded and the
 matters therein contained are an Insufficient answer to
 his declaration aforesaid and that he hath no need neither
 is he bound by the law of the Land to answer thereto &
 this he is ready to verify and thereof prays Judgment and
 that his debt and cost be adjudg'd him. And the Att^y. says
 his plea is sufficient. thereupon all and singular the premises
 being viewed and by the Court of the Lord the thing was
 here fully understood for that it appears to S^d. Court
 that the plea aforesaid of the said Billed in manner and
 form by him above pleaded and the matters therein
 contained are an Insufficient answer to the declaration
 aforesaid of the said Simon and ought not to exclude
 the said Simon from having and maintaining his Action
 aforesaid. and because the said Billed hath not denied in
 any manner the aforesaid Action and plea of the said
 Simon. therefore it is considered that the said Simon
 do recover against the said Billed eight pounds lawful
 money debt and damages and Cost of Court. —
 and the said Billed by his afores^d. Att^y. appeals from the
 Judgment of this Court to the Superior Court of Judica-
 ture &c to be holden at Northampton within and for
 the County of Hampshire on the ^{last} ~~fourth~~ Tuesday of
 April next and he recognizes with Sureties as the
 Law directs for the said Billed prosecuting his said
 appeal with effect as by the said Recognizance on file appears

White } Josiah White of South Hadley in the County of Hampshire
 vs } yeoman Plt. vs. Solomon Steward of Fitchburg in
 Steward } the County of Worcester yeoman and Phineas Steward
 N^o 92 } of Lunenburg in the County of Worcester yeoman Def^t.
 is a plea of the Law for that said Solomon and Phi-
 nehas at S^d. Northampton on the fourth day of Decemb^r.
 1770 by their Note for value received promised said
 Josiah to pay him or Order the Sum of twenty five pounds
 lawful money by the first day of April then next with
 Interest untill paid yet said Solomon and Phinehas nor
 either of them have ever paid the same to the damage
 of the said Josiah thirty pounds the Att^y. appears by Sim-
 on Strong Esq. his Att^y. and the said Solomon and Phinehas
 the three times publicly called make default of appearance

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here therefore it is considered by the Court that the said Josiah do recover against the said colonn and Phineas twenty six pounds sixteen shillings and three pence lawful money damages and cost of suit taxed at two pounds six shillings and seven pence and thereof he may have his Execution — Ex. is: 15th June 1772.

Benjamin Billing jun^r of Melbourn in the County of Hampshire yeoman Plt. vs. Joseph Skinner of Melbourn aforesaid yeoman Deft. in a plea of the Case for that said Joseph at S. Melbourn on the seventh day of November 1770 by his note of that date for value reciev^d promised said Benjamin to pay him or his order four pounds nine shillings and seven pence lawful money by the first day of March then next with Interest till paid yet said Joseph hath never paid the same to the damage of the said Benjamin six pounds. the Plt. appears by Simon Strong Esq. his att^r and the said Joseph being three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Benjamin do recover against the said Joseph two pounds eighteen shillings and six pence two farthings lawful money damages and cost of Court taxed at one pound seventeen shillings and eight pence and thereof he may have his Execution. Ex. is: 20th March 1772. —

William Gray of Pelham in the County of Hampshire yeoman Plt. vs. James Peet late of Melbourn in said County yeoman Deft. in a plea of the Case for that said James at said Pelham on the sixth day of August 1771 by his note of that date for value reciev^d promised said William to pay him two pounds and eight pence lawful money on demand with Interest till paid yet said James hath never paid the same to the damage of the said William three pounds. the Plt. appears by Simon Strong Esq. his att^r and the said James three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said William do recover against the said James two pounds one shilling and eleven pence lawful money damages and cost of suit taxed at one pound seventeen shillings and nine pence and thereof he may have his Execution. Ex. is: 15th June 1772. —

Joseph Sikes of Melbourn in the County of Hampshire yeoman Plt. vs. Josiah White of S. Melbourn yeoman Deft. in a plea of the Case for that said Josiah at said Melbourn on the twenty second day of May 1771 by his note for value reciev^d promised said Joseph to pay him thirty pounds sixteen shillings lawful money on or before the first day of November then next with

Titus
 vs
 White
 No 96

with Interest untill paid yet said Josiah hath never
 paid the same to the damage of the said Joseph thirty
 five pounds. the Ptt. appears by Simson Strong Esq. his Att.
 and the said Josiah being three times publicly called make
 default of appearance here therefore it is Considered by
 the Court that the said Joseph do recover against the
 said Josiah thirty two pounds three shillings and four
 pence lawful money damages and Cost of Court taxed
 at one pound seven shillings and four pence and
 thereof he may have his Ex. - Ex. is. 5th March 1772. —

Hammond
 vs
 Shaw
 No 97

Timothy Hammond of Hadley in the County of Mamps-
 shire yeoman Ptt. vs. Daniel Shaw of Ashfield in s. County
 yeoman Def. in a plea of the Case for that s. Daniel
 at said Ashfield on the third day of Octob^r 1770 by his
 note for value received, promised said Timothy to pay or
 deliver to him six pounds worth of grain on or before
 the first day of Decemb^r 1771 with Interest for the
 same untill paid. and s. Timothy says he was always
 ready to receive s. grain of s. Daniel. — Also for that s.
 Daniel at s. Hadley on the eighth day of Novemb^r 1771
 by his note for value received, promised said Timothy to
 pay him fifteen pounds seven shillings and nine pence
 lawful money on demand with Interest till paid. Also
 for that said Daniel at said Hadley on the same day and
 year by his other note of that date for value received, pro-
 mised said Timothy to pay him two pounds sixteen shil-
 lings and two pence lawful money on demand with
 Interest till paid. Also for that said Daniel at said Hadley
 on the same day and year by his other note of that date
 for value received, promised said Timothy to pay and deliver
 to him in Hadley aforesaid the value of nine pounds nine
 shillings lawful money in neat Gattle at Gathprice
 within fourteen days from the date of the same Note
 and said Timothy says he was always ready at s. place of
 delivery to receive s. Gattle. Yet said Daniel hath never
 performed either of his promises aforesaid to the damage
 of the said Timothy forty pounds. the Ptt. appears by
 Simson Strong Esq. his Att. and the said Daniel tho'
 three times publicly called to come into Court doth
 not appear here therefore it is Considered by the Court
 that the said Timothy do recover against the s. Daniel twen-
 ty six pounds nine shillings and one penny lawful mo-
 ney damages and Cost of suit taxed at one pound 17/1^d
 and thereof he may have his Ex. - Ex. is. 10th March 1772 —

How
 vs
 Meriman
 No 98

Iron How of Conway in the County of Hampshire
 yeoman Ptt. vs. Abel Meriman of s. Conway yeoman
 Def. in a plea of the Case for that said Abel at said

Northampton on the twenty eighth day of Decemb^r 1770 by his Note for value received. Promised said Aaron to pay him two thousand feet of Good Merchantable white pine boards worth three pounds. and to deliver the same to s^r. Aaron at one Jonathan Whitney's Mill in Conway afores^d. on the first day of May then next, and said Aaron says he was always ready to receive s^r. Boards &c. Also for that said Abel at said Northampton on the ninth day of July 1771 by his other Note of that date for value received. promised said Aaron to pay him or his Order five pounds two shillings lawful money on or before the last day of August then next with Interest till paid. Also for that said Abel at said Northampton on the first day of September 1771 was Indebted to said Aaron in the sum of seven pounds nine shillings and ten pence lawful money for so much money by said Abel of s^r. Aaron to the said Aaron's use there before that time had and received and being so therein Indebted the said Abel then and there in Consideration thereof promised said Aaron to pay him the same sum on demand. Also for that said Abel at said Northampton on the second day of September 1771 was Indebted to the said Aaron in another sum of three pounds lawful money for so much money to wit: three pounds by the said Abel of s^r. Aaron to the use of the said Aaron there before that time had and received in Consideration whereof the said Abel then and there undertook and promised said Aaron to pay him the same sum on demand, yet said Abel hath never paid either of the sums aforesaid or any part of either of them to the damage of the said Aaron twenty pounds. — The Parties come here in their proper persons and agree to refer this Case with all other demands and Controversies subsisting between them both at Law and in Equity to the final determination and Award of William Williams Esq. M^{rs} William Billings and Eth Gallis Arbitrators mutually elected by the said Parties, or any two of them to be made upon the premises and returned into this Court so soon as may be, and the s^d. Parties have a day &c. —

Jeremiah Hubbard of Amherst in the County of Hamp^{shire} (Hubbard
shire yeoman. Plt. vs. Joseph Hubbard of Sunderland) Hubbard
in said County Gent. Dft. in a plea of the Case for No 99
that whereas the said Jeremiah at said Amherst on
the last day of May 1772 had done and performed
for the said Joseph at his Special Instance and re-
quest certain Labor and Service as set forth in the Act
to the Writ annexed he the said Joseph then and there
in Consideration thereof promised said Jeremiah to pay

Hubbard } may him so much money as he the said Jeremiah
as } reasonably deserved to have therefor on demand and
Hubbard } the said Jeremiah says he reasonably deserved to have
N^o 99 } of D. Joseph for D. labor and service two pounds four
shillings lawful money whereof the said Joseph
then and there had notice yet said Joseph hath
never paid the same but neglects it to the damage
of the said Jeremiah four pounds. the P^{lt}. appears by
Simons Strong Esq. his Att^y. and the said Joseph the
three times publicly called makes default of appearance here
therefore it is considered by the Court that the said Jer-
emiah do recover against the said Joseph two pounds five
shillings and four pence lawful money damages &
cost of suit taxed at one pound fifteen shillings and
seven pence and thereof &c. Ex. is. 27th June 1772. —

Smith } Phineas Smith of Granby in the County of Hampshire
vs } yeoman P^{lt}. vs. Ezra Wood of Amherst in D. County yeo-
Wood } man Defl. in a plea of the Case for that D. Ezra at said
N^o 100 } Northampton on the third day of August 1771 by his
Note for value received promised said Phineas to pay him
or his Order one pound sixteen shillings lawful money
on demand with Interest till paid — Also for that
said Ezra at D. Northampton on the same day and
year by his other Note for value received promised
said Phineas to pay him or his Order another sum
of one pound sixteen shillings lawful money on-
demand with Interest till paid — Also for that said
Ezra at D. Northampton on the same day and year
by his other Note for value received promised D. Phineas
to pay him or his Order another sum of one pound
sixteen shillings lawful money on demand with In-
terest till paid. Also for that said Ezra at D. Northampton
on the same day and year by his other note for value
received promised D. Phineas to pay him or his Order
another sum of one pound sixteen shillings law-
ful money on demand with Interest till paid. —
Also for that said Ezra at said Northampton on the
same day and year by his other Note for value
received promised said Phineas to pay him another
sum of one pound sixteen shillings lawful money
on demand with Interest till paid, yet said Ezra
hath not paid the contents of D. Notes or either of them
but neglects it to the damage of the said Phineas twelve
pounds. the P^{lt}. appears by Simons Strong Esq. his Att^y.
and the said Ezra the three times publicly called makes
default of appearance here. therefore it is considered by
the Court that the said Phineas do recover against the
said Ezra nine pounds 5/7th lawful money damages &
cost of Court taxed at one pound fifteen shillings and seven
pence and thereof &c. Ex. is. 21st March 1772. —

James Wright of Pelham in the County of Hampshire
 yeoman Plt. vs. William Baxter of Greenwich in said
 County yeoman Deft. in a plea of the Case for y^e { Wright
 said William at said Pelham on the first day of { vs
 June A 1771 by his Note for value received promised { Baxter
 said James to pay him or his Order eight pounds { N^o 101
 lawful money within six months from the date
 of said Note. Yet said William hath never paid the same
 but requests it to the damage of the said James nine
 pounds. the Plt. appears by Simon Strong Esq. his Att^y and
 the said William being three times publicly called doth
 not appear therefore it is considered by the Court that
 the said James do recover against the said William four
 pounds seventeen shillings and one penny lawful money
 damages and Cost of Court taxed at two pounds one
 shilling and two pence. And now the said William
 comes here by Joseph Hawley Esq. his Att^y and appeals
 from the Judgment of this Court to the Superior
 Court of Judicature &c to be holden at Northampton
 within and for the County of Hampshire on the next
~~Monday~~ Tuesday of April next and he recognises with
 sureties as the law directs for the said William's prosecuting
 his said appeal with effect as is recognisance on file appears. —

Elijah Tuells of Middletown in the County of { Tuells
 Hartford and Colony of Connecticut yeoman, Plt. vs { vs
 Thomas White the son of South Hadley in the County { White
 of Hampshire yeoman Deft. in a plea of the Case for { N^o 102
 that the said Thomas at South Hadley aforesaid on the first
 day of November last past being indebted to the said
 Elijah in the sum of nine pounds nine shillings and
 eleven pence lawful money to balance Acc^t. according
 to the Acc^t. to the Writ annexed, he the said Thomas then
 and there in consideration thereof promised s^r. Elijah
 to pay him the same on demand. Also for that whereas
 the said Thomas there afterwards on the same day in
 consideration that the said Elijah had there before that
 time at the Special Instance and request ^{of s^r. Thomas} sold and deli-
 vered to the said Thomas divers other Goods, Wares
 and Merchandises than those in the said annexed Acc^t.
 mentioned & furnished on himself and then and there in
 consideration thereof promised the said Elijah to pay
 him so much money therefor on demand as the said
 last mentioned Goods &c. were at the time of the sale
 and delivery thereof reasonably worth and the s^r. Elijah
 in fact says that the same Goods &c. were at the time
 of the sale and delivery thereof reasonably worth a further
 sum of forty one pounds three shillings and five pence
 like money. viz at South Hadley aforesaid, of all which the

Juels
vs
White
(NP 102) the said Thomas then and there had Notice also for
that the said Thomas there afterwards on the same
day in Consideration that the said Elijah had
there before that time done and performed other
Work for the said Thomas at his like special
Instance and request, assumed on himself and there
promised the said Elijah in Consideration thereof
to pay him so much money as he did therefor rea-
sonably deserve to have on demand, and the said
Elijah in fact saith that he did for the said last men-
tioned work reasonably deserve to have of the said
Thomas another sum of forty shillings viz at
S. South Hadley of which the said Thomas thereof
then had notice, yet the said Thomas hath not paid
the several sums aforesaid nor either of them, to the
damage of the said Elijah fifty pounds. the Plt.
appeared by Jonathan Bliss Esq. his att. and the d. Tho-
mas tho' three times publicly called to come into Court
doth not appear therefore it is considered by the Court
that the said Elijah do recover against the said Thomas
nine pounds nine shillings and elevenpence lawful
money damages and cost of suit tax'd at two pounds
ten shillings and eight pence and thereof he may have
his Executions. — Ex. isd 27th Febry 1772. —

Pro^{vs} Warwick
Nurse
N^o 103 The Proprietors of and in the Common and undivided
Lands in the Township of Warwick in the County of
Hampshire formerly called Gardners or Foxbury Common
and particularly of and in the piece of Common and
undivided Land in S. Warwick hereafter demanded
and described Plt^s vs Francis Nurse of S. Warwick
yeoman Deft. in a plea wherein the said Proprietors
demand against the said Francis a certain Tract or
piece of Land in Warwick aforesaid included and bound-
ed by the lines following that is to say the line
bounding the said Tract southerly begins at a large
Buck Tree standing in the northwesterly corner of
the sixty fourth Original lot in the second division
of Lands in the said Township of Warwick, spotted
with line marks and marked with divers other marks
and runs from the S. Tree west one degree and thirty
minutes south one hundred and sixty seven Rods
from the westerly end of which line the line bound-
ing the S. Tract westerly runs North thirty minutes
west twenty six rods and from the northerly end
of the last mentioned line, the line bounding the
said Tract northerly runs East one degree thirty
minutes north one hundred and sixty seven Rods
and from the Eastwardly end of the last mentioned

line the line bounding the S. Tract on the East runs a due course to the back line aforesaid. with the dyer tenanus as their right and Inheritance and into which the said Francis hath not Entry unless after the decision which the other more than of unjustly and without judgment had made to the aforesaid Proprietors within thirty years now last past and whereupon the said Proprietors say that they themselves were seized of the said demanded Tract of Land with the dyer tenanus as as Proprietors thereof in Common and undivided in their demesne as of fee and right in time of peace in the time of his Majesty's Priger by taking the profits thereof to the value of sixty shillings in Good and grass and into which the said Francis hath not Entry unless as aforesaid. and thereupon the said Proprietors bring' due and good proof the said Francis' enforcing the said Proprietors by the premises is to the damage of the said Proprietors twenty pounds. the Parties appear by their respective atts and move for a Continuance of this action, and the said Parties accordingly have a day before the Lord the King here untill the third Tuesday of May next following said second Tuesday of Febr'y aforesaid.

Caleb Strong of Northampton in the County of Hampshire Gent. Plt. vs. Phineas Ford of Worthington in said County Husbandman Defl. in a plea of Trespass on the Case for that whereas the said Phineas at said Northampton on the fifth day of April 1769. by his note of that date for value received promised the said Caleb to pay him five pounds eight shillings lawful money on demand with Interest till paid, yet the said Phineas hath never paid the same but wholly neglects to do it to the damage of the said Caleb nine pounds. the Plt. appears by Joseph Hawley Esq. his att. and the said Phineas being three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Caleb do recover against the said Phineas three pounds nineteen shillings and three pence half penny lawful money damages and Cost of Court taxed at one pound nine shillings and two pence and thereof he may have his Ex. — J. Ex. B. 5th March 1772.

Strong
vs
Ford
N^o 104

Isaac Pool and Samuel Lightton both of Gloucester in the County of Essex yeoman Executors of the last Will and Testament of John Pool late of Gloucester aforesaid. Plt. vs. John Bolton late of Gloucester aforesaid. Defl. in a plea of Trespass on the Case and whereon the said Executors complain that whereas the said John Bolton on the fourth day of Febr'y 1765 at S. Northampton owing and being indebted to the said

Pool's Ex.
vs
Bolton
N^o 105

Pool's Ex^{rs} vs Bolton N^o 105 } said John Pool then alive the sum of fourteen pounds six shillings and five pence thirteen fifteenths of a penny lawful money for the several Articles mentioned in the aut to the Writ annexed before that time there done sold delivered and paid to and for him the said John Bolton by the said John Pool at his the said Bolton's special Instance and request then and there in consideration thereof assumed on himself and to the said John Pool faithfully promised that the the said Bolton the said sum of lawful money to him the said John Pool would well and faithfully pay and content whenever afterwards he should be thereto by him required. Also for that whereas the said John Bolton afterwards on the sixth day of Feb^y aforesaid at S. Northampton owing and being Indebted to the said John Pool then alive another sum of of like lawful money to wit forty two pounds six shillings and five pence $\frac{13}{15}$ of a penny for divers other Goods Wares and Merchandises of him the said John Pool by him before that time sold and delivered to him the said Bolton at his special Instance and request, and being so Indebted he the said Bolton afterwards on the same day at S. Northampton in consideration thereof undertook and faithfully promised the said John Pool that ~~he~~ the said Bolton the last aforesaid sum would well and truly pay and content him the said John Pool whenever after he the said Bolton should be thereto required - and whereas the said John Pool then living afterwards on the eighth day of Feb^y aforesaid at S. Northampton at the special Instance and request of the said Bolton sold and delivered to him divers other Wares goods & merchandises of him the said John Pool he the said John Bolton in consideration thereof then and there undertook and faithfully promised the said John Pool then alive that he the said Bolton would well and truly pay to him the S. John Pool so much money as such goods &c so sold were reasonably worth at the time of the sale and delivery thereof whenever after he the said Bolton should be thereto required and the said Executors do aver that the said Wares, &c so sold and delivered as aforesaid were at the time of the sale and delivery thereof reasonably worth the further sum of forty two pounds six shillings and five pence $\frac{13}{15}$ of a penny of like lawful money that is to say at Northampton aforesaid of which the said Bolton afterwards to wit on the same day had Notice and whereon the said Bolton afterwards that is to say the same day and year at Northampton aforesaid was Indebted to the said John Pool then alive in another sum that is

to say twelve pounds like lawful money for the like sum of money by the said John Pool before that time at the special Instance and request of the said Bolton and to his use paid laid out and expended and being so indebted he the said Bolton afterwards to wit the same day and year at S. Northampton in consideration ^{thereof} promised the said John Pool that he would well and truly pay and content him the said twelve pounds whenever after he the said Bolton should be thereto required, and whereas the said Bolton afterwards to wit the same day and year at S. Northampton was indebted to the S. John Pool then alive in another sum that is to say sixteen pounds of like lawful money for the like sum of money by the said John Pool before that time at the special Instance and request of the said Bolton and to his use paid laid out and expended, and being so indebted he the said Bolton afterwards to wit the same day and year at Northampton aforesaid in consideration thereof promised the said John Pool that he would well and truly pay and content him the said sixteen pounds whenever after he the said Bolton should be thereto required.

Nevertheless the said John Bolton not regarding his several promises and understandings aforesd. the after requested to the said John Pool in his life time or to the said Executors since the death of S. Pool hath not paid the same but refuses to pay it to the damage of the said Isaac and Samuel one hundred and forty pounds. the S. Executors appear by Joseph Hawley Esq. their att. and the said John Bolton by John Worthington Esq. his att. comes here and defends ~~it~~ and says that he never promised in manner and form as the Plt. in his Declaration hath alleged and thereof puts himself on the Country. — And the S. Executors likewise thereupon the Jurors according to the force form and effect of the Statutes in this Place made and provided at this time returned and impanelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their oath that the Deft. never promised as the Plt. in their Declaration have alleged and therefore find for the Deft. lost of Court. therefore it is considered that the said John Bolton do recover against the S. Isaac & Samuel lost of Suit. from which Judgment the S. Isaac and Samuel by their aforesd. att. appeal to the ~~Judgment~~ the Superior Court of Judicature &c to be holden at Northampton within and for the County of Hampshire on the ~~fourth~~ ^{last} Tuesday of April next and he recognises with Sureties as the Law directs for the said Isaac and Samuel's prosecuting said appeal with effect as by the said Recognizance on file appears.

Read
vs
Green
N^o 107

David Read of Lanesborough in the County of Berkshire
Mason Plt. vs. Stephen Green late of Hatfield in the
County of Hampshire. German Deft. in a plea of
Trespas on the Case for that whereas the said Stephen
on the ninth day of October 1771 at Northampton aforesaid
by his Note of that date for value received promised said
David to pay him three pounds lawful money on demand
with Interest till paid, yet said Stephen hath never paid
the same but unjustly neglects it to the damage of the
said David six pounds. the Plt. appears by Joseph Hawley
Esq. his Att. and the said Stephen the three times publicly
called makes default of appearance here. therefore it is
considered by the Court that the said David do recover
against the said Stephen three pounds one shilling &
three pence one farthing lawful money damages and Cost
of Court taxed at one pound eighteen shillings and
two pence and thereof &c. Ex. in. 10th Febry 1773. —

Idem
vs
Grafts
N^o 108

David Read of Lanesborough in the County of Berkshire
Mason Plt. vs. Gaius Grafts late of Hatfield in
the County of Hampshire German Deft. in a plea of
Trespas on the Case for that whereas the said Gaius on
the twenty ninth day of July last past at Williams-
burgh in said County of Hampshire by his note for
value received promised the said David to pay him or
his Order four pounds two shillings by the first
day of September then next with Interest till paid. —
yet said Gaius has not paid the same but neglects and
refuses to do it to the damage of the said David eight
pounds. the Plt. appears by Joseph Hawley Esq. his Att.
and the said Gaius being three times publicly called
to come into Court doth not appear therefore it is
considered by the Court that the said David do recover
against the said Gaius four pounds four shillings and
seven pence halfpenny lawful money damages and Cost
of Court taxed at one pound eighteen shillings and
two pence and thereof &c. Ex. in. 27th July 1772. —

Alvord
vs
Baforn
N^o 109

Elisha Alvord of Northampton aforesaid Merchant Plt. vs.
Jonathan Baforn jun. of Southampton in the County
of Hampshire German Deft. in a plea of Trespas on the
Case for that whereas the said Jonathan on the fifteenth
day of Decemb^r. 1769 at S. Northampton by his Note
for value received promised the said Elisha to pay him
or Order the sum of four pounds eight shillings and ten
pence lawful money on demand with Interest till paid
yet said Jonathan has not paid the same but refuses
to do it. to the damage of the said Elisha eight pounds
the Plt. appears by Joseph Hawley Esq. his Att. and the said
Jonathan the three times publicly called doth not appear
therefore it is considered that the said Elisha do recover against
the said Jonathan

Damages and
Cost of Suit.

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Matthew Hayward of Easton in the County of Bristol
 Gent. Plt. vs. Jonathan Edson lately of Ishfield in the
 County of Hampshire yeoman Deft. in a plea of Trespass
 on the Case for that whereas he the said Jonathan on the
 fourteenth day of December 1770. at S. Northampton by
 his Note for value received promised the said Matthew to pay
 him or order twelve pounds two shillings and eight pence
 by the first day of June then next with Interest from
 the first day of March then next till paid. Yet said Jonathan
 hath not paid the same to the damage of the said
 Matthew twenty pounds. the Plt. appears by Joseph Hawley
 Esq. his Att. and the said Jonathan being three times public-
 ly called to come into Court doth not appear therefore
 it is considered by the Court that the said Matthew do re-
 cover against the said Jonathan twelve pounds sixteen shillings
 and nine pence lawful money damages and cost of Court
 taxed at two pounds nineteen shillings and six pence and
 thereof he may have his Ex. Ex. is. 23^d. June 1772. —

Hayward
vs
Edson
N^o 110

Joseph Billings of Hatfield in the County of Hampshire
 Gent. Plt. vs. Nathaniel Hawks of Dursfield in the County
 of Hampshire yeoman Deft. in a plea of Trespass on the
 Case for that whereas he the said Nathaniel on the fifth
 day of July 1770 at S. Northampton by his Note for value
 received promised the said Joseph to pay him twelve pounds
 one shilling and seven pence on demand with Interest
 till paid. Yet the said Nathaniel hath never paid the same
 to the damage of the said Joseph twenty pounds. the Plt.
 appears by Joseph Hawley Esq. his Att. and the said Nathaniel
 tho' three times publicly called makes default of appearance
 here therefore it is considered by the Court that the said
 Joseph do recover against the said Nathaniel thirteen
 pounds five shillings and one penny lawful money
 damages and cost of Court taxed at one pound nine
 shillings and two pence and thereof he may have his Ex. —

Billings
vs
Hawks
N^o 111

Josiah Clark of Northampton in the County of Hamp-
 shire Gent Plt. vs. Stephen Farr of a place called Numb-
 five in said County yeoman Deft. in a plea of Trespass
 on the Case for that whereas he the said Stephen on
 the first day of Feb^y last past at Northampton
 aforesaid by his Note for value received promised the S.
 Josiah to pay him four pounds lawful money by the
 by the first day of Octob^r then next with Interest till
 paid. Yet the said Stephen hath not paid the same
 to the damage of the said Josiah ten pounds. the Plt.
 appears by Joseph Hawley Esq. his Att. and the said
 Stephen tho' three times publicly called to come into Court
 doth not appear - therefore it is considered by the Court
 that the said Josiah do recover against the said Stephen
 four pounds five shillings and two farthings lawful money
 damages and cost of Court taxed at one pound nine
 shillings and six pence and thereof he may have his Ex.
 Ex. is. May 19th 1772. —

Clark
vs
Farr
N^o 112

Allen } Jonathan Allen of Northampton in the County of Hamp-
vs } shire yeoman Plt. vs. Joseph Gatlin and Nathaniel
Gatlin. } Child both of Conway in S. County yeomen Deft: -
N^o 113 } in a plea of Trusspass on the case for that whereas the
said Joseph and Nathaniel on the thirteenth day of
November 1764 at said Conway by their note for value
received promised the said Jonathan to pay him or his
Order thirty five pounds fifteen shillings and eight
pence lawful money on or before the first day of May
then next with Interest afterwards till paid. Yet said
Joseph and Nathaniel nor either of them have ever
paid the same but refuse to do it to the damage of
the said Jonathan fifty pounds. the Plt. appears by
Joseph Hawley Esq. his Att. and the said Deft: tho' three
times publicly called made default of appearance here
therefore it is considered by the Court that the said
Jonathan do recover against the said Joseph and Na-
thaniel thirty six pounds seventeen shillings and six
pence halfpenny lawful money damages and cost of
suit taxed at one pound ten shillings and thereof he
may have his Ex. - Ex. is^d 14th Septemb^r. 1772. -

Smith } Mary Smith of Hatfield in the County of Hampshire
vs } Widow and Administratrix on the Estate of Samuel
Scott } Smith late of S. Hatfield deced. Appt: vs Benjamin
N^o 114 } Scott of Whately in S. County yeoman Appt: from
the Judgment of Josiah Chauncy Esq one of his Majes-
ty's Justices of the peace for S. County, at a trial before
him on the third day of February in the twelfth
year of his Majesty's reign A 1772. Wherein the said
Benjamin was Plt. and the said Mary Deft. in a plea
of the case for that whereas the said Benjamin at
said Hatfield on the last day of Decemb^r. 1765 had
done and performed divers Labours and services for
the said Samuel in his life time, at the said Samuel's
special Instance and request the particulars of which
are contained in the Schedule annexed to the Writ
be the said Samuel then and there in consideration thereof
of promised S. Benjamin to pay him for S. Labours
& so much money as the said Benjamin reasonably
deserved to have therefor whenever the said Samuel
should be thereto required and the said Benjamin
in fact says he reasonably deserved to have of the said
Samuel for said Labour and service five pounds twelve
shillings lawful money of which the said Samuel
then living there on the same day and year had
Notice and then and there paid unto the said Benja-
min in part Satisfaction for the same Labour &c
by the several Articles of Credit contained in S. Schedule
three pounds fifteen shillings lawful money the
residue of the said sum viz one pound sixteen shillings

and eight pence - ~~and~~ the said Samuel tho often thereto requested never paid the same in his life time neither hath the said Mary since the d. Samuels decease but wholly denies to do it to the damage of the said Benjamin forty shillings, the Parties appeared and the Deft. for plea said the said Samuel never promised in manner and form as the Plt. in his Declaration did allege. the Evidence being produced and the pleas of both parties fully heard it was considered by said Justice that the Plt. should recover of the Deft. one pound six shillings and four pence lawful money damages and one pound four shillings and nine pence like money allowed him by d. Justice for his Costs. from which Judgment the said Mary appealed to this Court. &c. the parties appear and upon their original plea put themselves on the Country, thereupon the Jurors according to the fore form and effect of the Statutes in this last provided at this time returned and impanelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their Oaths that the d. Samuel did promise &c. and therefore find for the said Benjamin one pound sixteen Shillings damages and Cost.

Isaac Wild of Williamsburgh in the County of Hamp- (Wild
shire Husbandman Plt. vs. Thomas French junr. of vs
Williamsburgh Husbandman Deft. in a plea of Trespass French
on the Case for that whereas the said Thomas N^o 115
on the twentieth day of July last at Williamsburgh
aforesaid by his Note for value received promised the
said Isaac to pay him eight pounds three shillings and
five pence on demand with Interest till paid &c. Thomas
hath not paid the same but refuses to do it. to the damage
of the said Isaac fourteen pounds the Plt. appears by Joseph
Hawley Esq. his Att. and the said Thomas the three times
publicly called makes default of appearance here therefore
it is considered by the Court that the said Isaac do re-
cover against the said Thomas eight pounds nine shillings
and one penny lawful money damages and Cost of
Suit taxed at one pound nine shillings and three pence
and thereof he may have his Ex. - Ex. is. 5th March 1772.

Israel Williams junr. of Hatfield in the County of Hamp- Williams
shire Gent. Plt. vs. Elias Dickinson of Conway in said County
yeoman Deft. in a plea of the Case for that the Dickinson
said Elias at Duxfield in d. County on the eighteenth 8th 116
day of May 1771 by his Note for value received pro-
mised the said Israel to pay him or Order twenty one
pounds six shillings and four pence two farthings
lawful money at or before the first day of Septemb.
then next with Interest till paid yet the d. Elias hath

Williams
vs
Duninson
N^o 116 } hath never paid the same to the damage of the s^d. Israel
twenty eight pounds. the Plt. appears by Jonathan Ash-
ley Esq. his Att^r. and the said Elias being three times
publicly called to come into Court doth not appear
therefore it is considered by the Court that the said
Israel do recover against the said Elias twenty two
pounds five shillings and six pence two farthings
lawful money Damages and Cost of Suit taxed at
one pound fifteen shillings and two pence and thereof
he may have his Ex. Ex. is. 12th March 1772. —

Hoit
vs
Bartlet
N^o 117 } Jonathan Hoit Jun^r of Deerfield in the County of
Hampshire yeoman Plt. vs. Adoniram Bartlet of
Conway in said County yeoman Def. in a plea of the
case for that the said Adoniram at said Deerfield on
the nineteenth day of June 1769. by his Note for value
received promised the said Jonathan to pay him or
order three pounds two shillings and four pence
three farthings on demand with Interest till paid. Yet
the said Adoniram hath never paid the same but
refuses to do it to the damage of the said Jonathan
five pounds. the Plt. appears by Jonathan Ashley Esq.
his Att^r. and the said Adoniram being three times pub-
licly called to come into Court doth not appear there-
fore it is considered by the Court that the said Jonathan
do recover against the said Adoniram three pounds
five shillings and six pence one farthing lawful
money damages and Cost of Suit taxed at one pound
nineteen shillings and seven pence and thereof he
may have his Ex. Ex. is. 10th March 1772. —

Stewart
vs
Bell
N^o 119 } Samuel Stewart of Shelburne in the County of
Hampshire yeoman Plt. vs. Thomas Bell jun^r of Col-
rain in the County aforesaid yeoman Def. in a
plea of the case for that the said Thomas at s^d. Col-
rain on the seventh day of January 1771 by his
Note of that date for value received promised one El-
lis Stewart to pay her or her order eight pounds
five shillings on or before the first day of May —
then next afterward to wit on the same seventh day
of January aforesaid the said Ellis for value of the s^d.
Samuel received by her Indorsement on the back of s^d.
note ordered the contents of s^d. Note then wholly un-
paid to be paid to the said Samuel according to the
tenor of s^d. Note of all which the said Thomas in-
stantly had notice and so became liable to pay the
contents of the same Note to him the said Samuel
according to the tenor thereof. And the said Thomas

being so liable there and there promised S. Samuel to pay him the contents of said Note according to the tenor thereof. Yet the said Thomas hath never paid the contents of said Note according to the tenor thereof but unjustly neglects to pay the same to the damage of the said Samuel nine pounds. the Plt. appears by Jonathan Ashley Esq. his att. and the said Thomas being three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Samuel do recover against the said Thomas eight pounds seven shillings and nine pence one farthing lawful money damages and cost of suit taxed at two pounds fifteen shillings and six pence and thereof he may have his Ex. Ex. 3. March 1772.

William Williams of Holford in the County of Hampshire Esq. Plt. vs. Moses Scott of Bournemouth in said County yeoman Def. in a plea of the Case for that the S. Moses Scott at Dorset in S. County on the thirteenth day of August 1770 by his Note of that date for value received promised S. Williams to pay him five pounds eight shillings and six pence three farthings on demand with Interest till paid, yet the said Moses hath never paid the same to the damage of the said Williams eight pounds. the Plt. appears by Jonathan Ashley Esq. his att. and the said Moses tho' three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Williams do recover against the said Moses six pounds nine shillings and two pence three farthings lawful money damages and cost of suit taxed at one pound seventeen shillings and six pence and thereof he may have his Ex. Ex. 11th March 1772. —

Israel Williams junr. of Holford in the County of Hampshire Gent. Plt. vs. Abel Meriman of Conway in said County yeoman Def. in a plea of the Case for that the said Abel at said Holford on the twentieth day of January 1772. being justly indebted to the said Israel in the sum of three pounds nineteen shillings and two pence for sundry goods and merchandise according to the schedule to the Writ annexed before that time at Holford sold and delivered by the said Israel to him the S. Abel at his special Instance and request he then and there in consideration thereof assumed on himself and to the said Israel faithfully promised to pay him the same sum on demand. Yet the said Abel hath never performed his said promise to the damage of the said Israel five pounds the Plt. appears by William Billings Esq. his att. and the said Meriman being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that —

Williams
vs
Meriman
N^o 122 } that the said Israel do recover against the said Abel three
pounds nineteen shillings and two pence lawful mo-
ney damages and Cost of Court Taxed at one pound
seven shillings and six pence ~~and~~ thereof he may have
his Execution. Ex. is. 20th Feb. 1772.

Oliver
vs
W. Thomsen
N^o 123 } Oliver, tuncy of Charlemont in the County of Hamp-
shire yeoman Plt. vs. James M^r. Thomsen of Charlemont
aforesaid yeoman Deft. in a plea of the Case for that the
said James at said Charlemont on the twenty fourth
day of July 1771 by his Note of that date for value re-
ceived promised the said Oliver to pay him fifty three
pounds six shillings and eight pence lawful money
on or before the last day of November then next with
Interest till paid. And also for that the said James at said
Charlemont on the twenty first day of August 1771 by
his other Note for value received promised the said Oliver
to pay him two pounds eight shillings and eight pence
on demand with Interest untill paid yet said James hath
never paid the contents of either of the said Notes but
wholly neglects it to the damage of the said Oliver twenty
pounds. The Plt. appears by Samuel Field Gent. his Att.
and the said James three times publicly called makes
default of appearance here. therefore it is considered by
the Court that the said Oliver do recover against the said James
fifty pounds and eight pence three farthings lawful money
damages and Cost of Suit taxed at two pounds and three
pence. After all which the said James by Jonathan Shirley
Esq. his Att. comes here and appeals from the Judgment
of this Court to the Superior Court of Judicature to be
held at Northampton within and for the County of
Hampshire on the ~~fourth~~ ^{last} Tuesday of April next. and
he recognises with Sureties as the Law directs for the said
James prosecuting his D. Appeal with effect as by the D.
recognizance on file appears.

Billings
vs
White
N^o 124 } Fellows Billings of Sunderland in the County of Hamp-
shire Gent. Plt. vs. Thomas White the second of South Madley
in said County yeoman. Deft. in a plea of the Case for
that the said Thomas at Northampton on the twenty fourth
day of December 1770 by his Note for value received pro-
mised one Amos Davis to pay him or his Order six
pounds nine shillings and two pence lawful money
on demand with Interest till paid and afterwards to wit
on the twenty fifth day of Decemb^r aforesaid at North-
ampton the said Amos by his Indorsement on the back
of D. Note ordered the contents thereof to be paid to the
said Fellows for value received of all which the said Thomas
then and there had Notice and so became chargeable
to pay the contents of the same Note to the said Fellows
and being so chargeable the said Thomas at Northamp-

ton aforesaid on the said twenty fifth day of Decemb^r 1771. under took and to the said Fellows promised that he would pay him the contents of said Note according to the tenor thereof when he should be thereto requested. Yet the said Thomas the after requested hath not paid the same to the damage of the said Fellows eight pounds. the Plt. appears by William Billings ^{gent} his Att^y and the said Thomas altho' three times publicly called makes default of appearance here therefore it is considered by the Court that the said Fellows do recover against the said Thomas six pounds eighteen shillings lawful money damages and cost of suit taxed at one pound six ten shillings and four pence and therefore. Ca. is. 20th March 1772. -

Israel Williams jun^r of Hatfield in the County of Hamps^{re} shire Shopkeeper Plt. vs. Daniel Baker jun^r of Montague in said County yeoman Deft. in a plea of the Case for that the said Daniel at s^d Hatfield on the twenty fifth day of January 1771. in consideration that the said Israel had before that time sold and delivered unto the said Daniel divers Goods Wares and Merchandises contained in the Schedule annexed to the Writ he the said Daniel took upon himself and to the said Israel then and there promised that he the said Daniel would pay unto the said Israel so much money as the Goods aforesaid were reasonably worth at the time of the sale and delivery thereof on demand and if said money should not be paid in six months after the sale and delivery aforesaid then Interest for the same after s^d six months untill paid. and the said Israel avers that the said Goods at the time of the sale and delivery thereof were reasonably worth four pounds five shillings and eight pence lawful money at Hatfield aforesaid of which the said Daniel then had notice. Yet the said Daniel hath never paid the same but neglects it to the damage of the said Israel five pounds. the Plt. appears by William Billings ^{gent} his Att^y and the said Daniel being three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Daniel do recover against the said Daniel four pounds nine shillings and eleven pence lawful money damages and cost of Court taxed at one pound fifteen shillings and ten pence. And now the said Daniel by Simon Strong ^{Esq} comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Northampton on the ~~fourth~~ ^{first} Sunday of April next and he recognises with Sureties as the Law directs for the said Daniel's prosecuting his Appeal with effect as by the said Recognizance on file appears. —

Israel Williams jun^r of Hatfield in the County of Hamps^{re} shire Shopkeeper Plt. vs. Nathaniel Sumner late of Dar^{by} field in s^d County yeoman Deft. in a plea of the Case for that the said Nathaniel at Hatfield aforesaid on the Eleventh day of April 1771 by his Note of that date for

Williams
vs
Turner
N^o 126 } for value received promised the said Israel to pay to him
two pounds eighteen shillings and three pence on-
demand with Interest till paid yet the said Nathaniel
hath never paid the same to the damage of the said
Israel four pounds. the Plt. appears by William Bill-
ings ^{Esq^r} his att^r and the said Nathaniel tho' three
times publicly called to come into Court doth not appear
therefore it is considered by the Court that the said Israel
do recover against the said Nathaniel three pounds
one shilling and one penny lawful money damages
and cost of Court taxed at one pound fifteen shillings
and six pence and thereof he. Ex. is. 5th March 1772. -

Idem
vs
Bacons
N^o 127 } Israel Williams of Hatfield in the County of Hamp-
shire shopkeeper Plt. vs. Moses Bacon yeoman and
Isa Bacon yeoman both of Hatfield in D. County Deft.
in a plea of the Case for that the said Moses & Isa-
at Hatfield aforesaid on the ninth day of January
1769. by their note of that date for value received pro-
mised the said Israel to pay him four pounds nine-
teen shillings and nine pence in real cattle at
the market price in money said cattle to be delivered
at D. Hatfield on or before the thirtieth day of October
then next with the Interest of D. Sum till paid. -
and the said Israel in fact say he was ready at the
time and place of delivery above mentioned to receive
said Sum in cattle as aforesaid agreeable to the tenor
of said Note. yet the said Moses and Isa nor either
of them have ever delivered D. Cattle nor paid D. Sum
in any manner to the said Israel but refuse to do it.
to the damage of the said Israel five pounds. the Plt.
appears by William Billings ^{Esq^r} his att^r and the said
Deft. the three times publicly called make default of ap-
pearance here. therefore it is considered by the Court that
the said Israel do recover against the said Moses & Isa.
three pounds two shillings and seven pence halfpenny
lawful money damages and cost of Court taxed at
one pound nineteen shillings and eight pence and
thereof he may have his Ex. Ex. is. 5th March 1772.

Ballard
vs
Gollings
N^o 128 } Jonathan Ballard of Sunderland in the County of
Hampshire yeoman Plt. vs. Richard Gollings yeoman
and Abel Meriman yeoman both of Conway in D. Coun-
ty Deft. in a plea of the Case for that the said Richard
and Abel at Sunderland aforesaid on the eighth day
of July 1770 by their Note for value received promised
the said Jonathan to pay him two pounds eight shilling
lawful money in good merchantable wheat to be paid
at or before the first day of October then next with In-

Interest till paid. Yet the said Richard and Abel tho of
ten requested have not paid the same, tho said Jonathan
was always ready to receive said Wheat, nor has said Rich
and said Abel or either of them in any way or manner
paid the same to the damage of the said Jonathan
three pounds. the Plt. appears by William Billings ^{Esq} his Att.
and the said Dist. being three times publicly called to come
into Court do not appear here therefore it is considered
by the Court that the said Jonathan do recover against
the said Richard and Abel two pounds nine shillings
and five pence two farthings lawful money damages &
lost of suit taxed at two pounds and two pence and thereof
he may have his Ex. — Ex. is? 9th May 1772. —

David Matthews of Colrain in the County of Hampshire
yeoman Plt. vs. Abraham Newlon late of Sunderland
in said County yeoman Def. in a plea of the case for
that the said Abraham at S. Northampton on the eighth
day of Feby. 1768 by his Note of that date for value received
promised one Benjamin Gony to pay him or Order five
pounds York currency at or before the sixth day of Novemb^r
next with Interest after S. 6th of Novemb^r till paid. and
afterwards viz on the same sixth of Novemb^r aforesaid at
said Northampton the said Benjamin by his Indorsement
ordered the same sum to be paid to the S. David of which
the S. Abraham had notice and so became liable to pay
the same to the said David according to the tenor of said
Note, and in consideration thereof promised to pay him
the same accordingly. Yet the said Abraham hath not paid
the same to the damage of the said David six pounds.
The Plt. being three times publicly called is Non suit. and
the Def. likewise Defaulted. and the Action discontinued.

Nathaniel Field of Conway in the County of Hamps^{hire}
shire yeoman Plt. vs. Jacob Sherwin of Whifield in said
County Clerk. Def. in a plea of the case for that the said
Jacob at Conway aforesaid on the twenty second day
of July 1770 by his Note for value received promised
the said Nathaniel to pay him twelve pounds nine
ten shillings and eleven pence in grain on or before the
first day of January then next with Interest till paid
and the said Nathaniel avers that he was always ready
at Conway aforesaid to receive S. grain. Yet S. Jacob has
never performed his promise aforesaid, nor hath he in any
manner paid the aforesaid sum. to the damage of the
said Nathaniel fourteen pounds. the Plt. appears by
William Billings ^{Esq} his Att. and the said Jacob
being three times publicly called to come into Court
doth not appear. therefore it is considered by the Court
that the said Nathaniel do recover against the said
Jacob thirteen pounds eight shillings and eight pence three

Child } three farthings lawful money damages and cost
vs. P 130 } of Court taxed at two pounds two shillings and
Shurwin } two pence and thereof *Ex. is.* 1st May 1772. —

Pebbles } John Pebbles jun^r of Pelham in the County of Hamp-
vs } shire yeoman *Plt. vs.* Aaron Powers of Greenwich in
Powers } the County aforesaid yeoman *Def.* in a plea of the Case
N^o 131 } for that the said Aaron at S. Greenwich on the twenty-
first day of January 1772. by his Note for value received
promised said John to pay him or Order three pounds
four shillings and six pence lawful money on de-
mand with Interest till paid. yet said Aaron hath
not paid the same to the damage of the said John
four pounds. the *Plt.* appears by William Billings
Ex. is. his att^y and the said Aaron being three times
publicly called to come into Court doth not appear
therefore it is considered by the Court that the said
John do recover against the said Aaron three pounds
four shillings and nine pence lawful money da-
mages and Cost of Court taxed at one pound nine-
teen shillings and ten pence and thereof he may
have his Execution. *Ex. is.* 19th April 1772. —

Hellogg } Ephraim Hellogg jun^r of Amherst in the County of
vs } Hampshire yeoman *Plt. vs.* Stephen Starr jun^r of a
Starr } place called N. S. in S. County yeoman *Def.* in a
N^o 132 } plea of the Case for that the said Stephen at Amherst
aforesaid on the twenty third day of May 1770 by
his Note of that date for value received promised said
Ephraim to pay him or Order two pounds lawful
money by the first day of November then next, with-
out till paid. yet the said Stephen hath never paid
the same to the damage of the said Ephraim three
pounds. the *Plt.* appears by William Billings *Ex. is.*
his att^y and the said Stephen tho' three times publicly
called makes default of appearance here: therefore
it is considered by the Court that the said Ephraim
do recover against the said Stephen two pounds one
shilling and eight pence lawful money damages &
Cost of Suit taxed at one pound nineteen shillings
and one penny and thereof *Ex. is.* Sept^r 5th 1772.

Alvord } Benjamin Alvord of Montague in the County of Hamp-
vs } shire yeoman *Plt. vs.* John Hook of Concord in S. Coun-
Hook } ty yeoman *Def.* in a plea of the Case for that the said
N^o 133 } John at said Montague on the first day of November
1770. by his Note for value received promised the s^d. Ben-
jamin to pay him or Order eight pounds eight shil-
lings by the first day of May then next, with Interest

from 1st first of May untill paid yet the said John hath
never paid the same to the damage of the said Benjamin
ten pounds. the Plt. appears by William Billings ^{Gent} his att. and the said John being three times publicly
called makes default of appearance here therefore it is
considered by the Court that the said Benjamin do re-
cover against the said John eight pounds sixteen shillings
and nine pence lawful money damages and cost of
Court taxed at two pounds. and thereof Ex. is? 7th July 1772. 167

Ebenzer Harvey of Northfield in the County of Hamp- { Harvey
shire yeoman Plt. vs. Samuel Wriple of Greenfield in { vs
D. County yeoman Def. in a plea of the case for that { Wriple
the said Samuel at Northfield aforesaid on the seven- { N^o 134
teenth day of June 1770 by his note for value received
promised the said Ebenzer to deliver to him four pounds
ten shillings worth of good wheat (meaning at Northfield)
by the first day of September then next at cash price
with Interest till paid. yet said Samuel hath not de-
livered D. Wheat to the D. Ebenzer tho he hath always been
ready at the time and place of Delivery to receive the
same nor hath the said Samuel any other way con-
tented D. him to the D. Ebenzer but refuses to do it.
to the damage of the said Ebenzer five pounds. the Plt.
appears by William Billings ^{Gent} his att. and the
said Samuel being three times publicly called to come
into Court doth not appear. therefore it is considered
by the Court that the said Ebenzer do recover against
the said Samuel four pounds thirteen shillings and
five pence lawful money damages and cost of suit
taxed at one pound nineteen shillings and four pence
and now the said Samuel by Jonathan Ashley Esq.
his att. comes here and appeals from the Judgment
of this Court to the Superior Court of Judicature &c
to be holden at Northampton on the fourth Tuesday
of April next and he suagruies with Sureties as the
Law directs for the said Samuels prosecuting his said
appeal with effect as by the D. Suagruance on file appears.

Joel Graves of Sunderland in the County of Hampshire { Graves
yeoman Plt. vs. John Woodbridge jun^r of South Hadley { vs
in said County Gent. Def. in a plea of the case for { Woodbridge
that the said John at D. South Hadley on the eighteenth { N^o 135
day of April 1768 by his note for value received
promised the said Joel to pay him four ^{turn} Bushels
and an half of salt at or before the twentieth day
of June then next which salt the said Joel saith
is worth three pounds twelve shillings and six
pence lawful money. yet the said John hath not
paid said salt tho the said Joel was always ready

Graves
vs
Woodbridge
N^o 135 } to receive said Salt at S. Sunderland but said John
wholly neglects to do it to the damage of the S.
Joel four pounds. the Plt appears by William -
Billings ^{Gent} his Att^y and the said John being three times
publicly called to come into Court doth not appear here
therefore it is considered by the Court that the said Joel
do recover against the said John five pounds ten shillings
lawful money damages and Cost of Court taxed at
one pound sixteen shillings and four pence and thereof
he may have his Execution. Ex. is? 1st May 1772. —

Cahs
vs
Cook
N^o 136 } Jonathan Cahs of Conway in the County of Hampshire
yeoman Plt. vs. John Cook of Conway aforesaid yeoman
Def^t. in a plea of the Case for that the said John at Con-
way aforesaid on the twelfth day of September 1770 by
his note for value received promised the said Jonathan
to pay him or his Order the sum of two pounds ten
shillings by the first day of May then next. with
the lawful Interest for the same sum till paid. yet
the said John tho often requested hath never paid the
same, but wholly denies to do it to the damage
of the said Jonathan three pounds. the Plt. appears
by William Billings ^{Gent} his Att^y and the said John
being three times publicly called to come into Court
doth not come but makes default of appearance here
therefore it is considered by the Court that the said
Jonathan do recover against the said John the sum
of two pounds two shillings and four pence two
farthings lawful money damages and Cost of Court
taxed at two pounds and eight pence and thereof he -
may have his Ex. — Ex is?

French et al
vs
Bardwell
N^o 137 } Thomas French yeoman and Consider Arms yeoman
both of Conway in the County of Hampshire. Plt.
vs. Ebenezer Bardwell of Whately in the County aforesaid
yeoman Def^t. in a plea of the Case for that the said
Ebenezer at Conway aforesaid on the twenty third day
of May 1770 by his note of that date for value re-
ceived promised the said Thomas and Consider to -
pay to them the sum of five pounds at or before the
first day of May 1771 with the lawful Interest till paid
the said sum to be paid in good Merchantable West
India Rum at three shillings and four pence by
the Gallon to be delivered at Landlords Parkers in
Dorset. the said Thomas and Consider say that
they were ready at the time and place of delivery
aforesaid to receive said Rum. yet the said Ebenezer

the often requested hath never delivered said Sum to the
said Thomas and Consider nor to either of them, nor
hath he paid said Sum to them or either of them in
any other way but refuses to do it to the damage
of the said Thomas and Consider six pounds: the
Dts appear by William Billings ~~Esq~~ their Att. and
the said Ebenezer being three times publicly called
to come into Court doth not appear. therefore it is
considered by the Court that the said Thomas and
Consider do recover against the said Ebenezer five
pounds ten shillings and four pence two farthings
lawful money damages and Cost of Court taxed at
one pound nineteen shillings and thereof they may have
his Ex.
Ex. is. 1st April 1772. -

David Ashley of Pittsfield in the County of Berke-
shire yeoman, ^{by John Phelps Esq} Complainant, ^{that he} with others was summoned
to appear before your Honors at this time to answer
unto Oliver Ashley of a place called Kiohamaan in
the County of Albany and Province of New York
yeoman in a plea of Trespas on the Case but has
failed to prosecute his Actions against the said David
wherefore he humbly prays your Honors that he may
be allowed his Costs. therefore it is considered by
the Court that the said David do recover against the
said Oliver his Costs. taxed at one pound thirteen
shillings and six pence lawful money. and thereof
he may have his Ex. - Ex. is. 20th Feb'y 1772.

Ashley
vs
Ashley
N^o 138

The foregoing Judgments & being made
and entered up in manner aforesaid the said
Court was adjourned without Day -

Att.^r W^m Williams Clerk.

Hampshire *ps.* Anno Regni Georgii Tertii Regis —
Magnae Britanniae Franciae et Hiber-
niae duodecimo.

At the Inferiour Court of Common pleas
holden at Springfield within and for the
County of Hampshire on the third Tues-
day of May, being the nineteenth day

Present of the said Month. Anno Domini 1772.

Jury of Trials

Israel Williams. Esq.
Oliver Partridge Esq.
Timothy Dwight Esq.
Thomas Williams Esq.
Justices of *d.* Court.

sp. { Samuel Keep foreman.
Jedediah Bliss jun.
Mr. Aaron Shingles
Wm. Moses Kellogg
Wm. Heretiah Root
Wm. Taber Nichols
J. Thomas Parker
Wm. Josiah Smith
Wm. Daniel Caldwell jun.
Wm. James Stebbens
Blm. David M. Connaghy jun.
de Tal. { Wm. Caleb Stebbens

Case Fuller vs Smallage
de Tal. { Wm. Jeremiah Powers
D. Amos Stone

Case Taggart vs Connaghy
after these 2 trials Kellogg & Smith were disqualified.

In the case Whitcomb vs Gibbs. *de Tal.* { *South.* John Thent. *Green.* David Wells
Wm. Daniel Mouley. *Blm.* Sol. Brown

In the case Thent vs Begelow. *de Tal.* { Lt. Abner Smith } *sp.* —
John Pynchon } *sp.* —
Daniel Mouley } *Wm.* —
Nathaniel Miller } *Wm.* —

In the cases Fowler vs. Palmer & Bagg. vs. Fally. *de Tal.* { *Green.* Jeremiah Powers
D. Amos Stone
Pal. William Scott
Wm. Daniel Mouley

William Williams Esq. the Clerk of this Court being de-
tained by sickness. Elisha Porter Esq. is appointed by the
Court and sworn Clerk pro tempore during the absence
of the said William Williams Esq.

Actions Contd.

Dunsmore vs
allan } William Dunsmore of Lancaster in the County of Worcester
Physician and Hannah his Wife P'tp. vs. Grock Allen of-
Ashfield in the County of Hampshire Husbandman Deft.
in a plea of Ejusdem rei. as at large on Record heretofore
the Parties appear by their respective Att^{rs} and pray for a
further continuance of this Action. and the said Parties accordingly
have a day before the Lord the thing here untill the last Tuesday
of August next following *d. d.* Tuesday of May aforesaid. —

Daniel Williams of Easton in the County of Bristol Esq. Williams Esq.
 Ptt. vs. John Withie of Ashfield in the County of Hampshire vs
 shire Husbandman Deft. in a plea of Ejusdemque as at
 large on Record heretofore the Parties appear by their At- Withie
 torney att^{rs} and move for a further continuance of
 this action, and the said Parties accordingly have a day be-
 fore the Lord the thing here untill the next Tuesday of
 August next following & third Tuesday of May aforesaid.

Ephraim Pitton of Granville in the County of Hampshire Pitton
 Blacksmith Ptt. vs. Bilead Fowler of Westfield in D. County vs
 yeoman Deft. in a plea that the said Bilead render &c. Fowler
 as at large on Record heretofore, the Parties appear and
 the Referees to whom this action was referred as heretofore
 do now make Report as follows viz. We the subscribers
 appointed by the Hon^{ble} Court of Common pleas for the
 County of Hampshire Referees in the Case Ephraim Pitton
 Ptt. on a bond against Bilead Fowler Deft. having duly notified
 the Parties to meet at Westfield on Wednesday the twenty ninth
 day of January Inst. when and where the Parties appeared before
 us and were fully heard with their several pleas, allegations
 and proofs from D. Day to this day (both days inclusive) and
 having fully considered the same did judge Award and de-
 termine that the D. Ephraim Pitton should recover against
 the said Bilead the sum of One hundred twelve pounds nine-
 teen shillings and seven pence Debt, and Cost of Court
 and the Cost of this Reference being thirty five shillings
 upon which the said Bilead delivered up to the said Pitton
 the above Sum awarded in an Execution and Notes that
 he had against D. Pitton so that we now award the D.
 Pitton only his Costs as above

{ John Ingersoll.
 Luke Bliss
 Moses Church

Westfield 31st Jan^y 1772.
~~the within att^{rs} by some high legal authority that the said Bilead~~
~~thereupon &c. the within award is referred~~
 Therefore it is considered that the D. Ephraim do recover
 against the said Bilead his Costs tax'd at five pounds
 six shillings and seven pence and thereof he may have Ex.
~~an action of Debt by some high legal authority that the said Bilead~~
~~and it is recommended to the above named Referees~~
 Ex. is. 10th July 1772.

Ephraim Pitton of Granville in the County of Hamp- Pitton
 shire yeoman Ptt. vs. Bilead Fowler of Westfield in vs
 said County yeoman Deft. in a plea of Trespass on the Gardens
 Case &c. as at large on Record heretofore. the Parties ap-
 pear and the Referees to whom this Case was referred do now
 Report &c. and upon the motions of the Deft. by Moses
 Bliss Esq. his att^{rs} it is ordered that this Case ~~with~~ be
 remitted to the Referees to wit John Ingersoll Esq
 Luke Bliss and Moses Church that they may further
 consider and award thereon, and the D. parties have a further
 day &c.

Howler
vs
Palmer } Biddad Fowler of Westfield in the County of Hampshire
yeoman App^t vs. Judah Palmer and Judah Palmer j^r both
late of s^d. Westfield App^{es} from the Judgement of Eldad Tay-
lor Esq. &c. as at large on Record heretofore. the Parties
appear and are at Issue on their original plea. Thereupon
the Jurors according to the force form and effect of the
Statutes in this Case made and provided at this time
returned and impannelled being demanded likewise come
who to say the Truth concerning the premises being duly
sworn declare upon their Oath that they find for ye
App^{es} Affirmation of the former Judgement. ~~and Grant~~. —
it is therefore considered by the Court that the said App^{es}
do recover against the s^d. Biddad Costs of Suit taxed at
four pounds four shillings and two pence and thereof
they may have their Ex — Ex is. 15th June 1772. —

Matthws
vs
Lilly } David Matthws of Colbair in the County of Hamp-
shire yeoman P^t. vs Jonathan Lilly of Ashfield in
said County Def^t. in a plea of the Case &c as at large
on Record heretofore, the parties appear by their respective
att^{rs}. viz the P^t. by John Worthington Esq. and the Def^t
by Joseph Hawley Esq. and move for a further conti-
nuance of this action. therefore it is considered that
the said Parties have a further day before the Lord the
thing here untill the last Tuesday of August next follow-
ing said third Tuesday of May aforesaid.

Bagg
vs
Fally } Moses Bagg of Springfield in the County of Hamp-
shire yeoman P^t. vs. Richard Fally of Westfield in
said County yeoman Def^t. in a plea of the Case &c as
at large on Record heretofore. And now the Parties
appear by their respective att^{rs}. viz the P^t. by John Worthing-
ton Esq. and the said Richard by Joseph Hawley Esq.
his att^r. comes and defends &c and says that he never
promised the P^t. in manner and form as in the Writ
against him is alleg^d and thereof puts himself on the
Country. and the P^t. likewise. thereupon the Jurors of
the Jury according to the force form and effect of the Sta-
tutes in this Case made and provided at this time
returned and impannelled being demanded likewise
come who to say the Truth concerning the premises
being duly sworn declare upon their Oath that the
said Richard did promise in manner and form alleg^d
and ^{the damages of the said Moses} ~~affix damages~~ to three pounds. ~~and Grant~~. —
therefore it is considered by the Court that the said
Moses do recover against the said Richard three pounds
lawful money damages and Cost of Suit —

and now the said Richard Apprals from their Judgment to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for his prosecuting his sd. Appeal with effect as by sd. Recognizance on file appears.

David Vanhorne of the City and County of New York in the Province of New York Esq. & Merchant. Plt. vs. Jacob Gooke who was lately Jacob Gooke junr. of Granville in the County of Hampshire and is now of a place a little west of Blanford in the County of Berkshire yeoman Deft. in a plea of Trespass &c. as at large on Record heretofore the Plt. being three times publicly called is nonsuit and the Deft. likewise defaulted.

William Pynchon of Salem in the County of Essex Esq. and Joseph Pynchon of Guilford in the County of Northhampton and Colony of Connecticut Esq. and Margaret Williams of Dursfield in the County of Hampshire Widow and Relict of Elijah Williams late of D. Dursfield Esq. decd. who was formerly Margaret Pynchon Plt. vs. Samuel Glover of Wiltbraham in D. County of Hampshire yeoman Deft. in a plea of Entry on demise &c. as at large on Record heretofore. the Parties appear by their respective Attys and move for a further continuance of this action, therefore it is considered that the said Parties have a day before the Lord the thing here untill the last Tuesday of August next following said third Tuesday of May aforesaid.

Matthew Salcott of Middletown in the County of Hartford and Colony of Connecticut Esq. Plt. vs. Benjamin Winchel late of Farmington in D. County and Colony now of Westfield in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case &c. as at large on Record heretofore. the Plt. appears by John Phelps Gent. his Att. and the said Benjamin being three times solemnly called to come into Court doth not appear therefore it is considered by the Court that the said Matthew do recover against the said Benjamin forty three pounds thirteen shillings and one penny lawful money damages and Cost of Court taxed at four pounds seven shillings and thereof he may have his Ex. Ex. is? June 15th 1772.

Thomas Bates of Springfield in the County of Hampshire yeoman Plt. vs. Seth Rowe of D. Springfield yeoman Deft. in a plea of the Case &c. as at large on Record heretofore. referred as on Record of last Term. the Plt. being three times solemnly called is nonsuit and the Deft likewise defaulted.

Robert Whitcomb of Brookfield in the County of Wor-
Whitecomb } ester yeoman Plt. vs. Abraham Gibbs of Greenwich
vs } in the County of Hampshire yeoman and Ebenezer
Gibbs it all } Train of D. Greenwich yeoman Deft. in a plea of Tres-
pass &c as at large on Record of last Term at which
times William Stott of Palmer Gent was with Consent of
Parties appointed to survey the Lands mentioned in the Writ
and Daniel Warner and H. Muller were appointed Chaimmen. -
and now the Plt. appears by John Worthington Esq. his
att. and the said Deft. by Joseph Hawley Esq. their Att.
come and defend the force &c and say that they are not
guilty in manner and form as is the Writ against them
is alleg'd and thereof put themselves on the Country -
and the D. Robert likewise. Thereupon the Jurors of the
Jury agreeable to the form and effect of the Statutes in
this case made and provided now at this time returned
and Impanelled being demanded likewise come here
who to say the Truth concerning the premises being duly
sworn declare upon their Oaths that the D. Deft. are
guilty &c. and Assess damages to fifteen pounds and
Costs of Court taxed at Eleven pounds & six pence & thereof.

Therefore it is Considered by the Court that the said Ro-
bert do recover against the said Abraham and Ebenezer
fifteen pounds lawful money damages and Cost of Court.
The D. Abraham ~~and Ebenezer~~ ^{appeals from the Judgment} Appeals from the Judgment
of this Court to the Superior Court of Judicature &c
to be holden at Springfield within and for the County
of Hampshire on the fourth Tuesday of September next
and ~~they~~ Recognizes with Sureties as the law directs for ~~their~~
prosecuting ~~their~~ ^{his} D. appeal with effect as by the said Re-
cognizance on file appears.

Silas Smith of South Brimfield in the County of Hampr-
Smith } shire yeoman Plt. vs John Rosebrooke of D. South-
vs } Brimfield yeoman Deft. in a plea of the Case &c. as at-
Rosebrooke } large on Record heretofore. the said Silas appears by Jo-
shua Upham Esq. his att. and the said John being
three times publicly called to come into Court doth not
appear here therefore it is Considered by the Court that
the said Silas do recover against the said John nine
pounds thirteen shillings and two pence two farthings
lawful money damages and Cost of Suit taxed at three
pounds three shillings and six pence, and thereof &c. -

D. Rex. } Our Sovereign Lord the King vs Joseph Hawley Esq.
vs } of Northampton in the County of Hampshire Deft in
Hawley Esq } a Writ of Habeas Corpus &c as at large on Record heretofore
and now the D. Parties appear viz John Worthington Esq -

who for our Lord the King in this behalf prosecutes and
the s^d Joseph Hawley in person, and move for a conti-
nuance of this action, and the s^d Parties accordingly have
a day & untill the last Tuesday of August next follow-
ing s^d third Tuesday of May aforesaid.

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Aaron How of Conway in the County of Hampshire yeoman
Plt. vs Abel Murriman of s^d Conway yeoman Def. Murriman
in a plea of the Case &c. as at large on Record heretofore,
the parties appear and the Referees to whom this Case with
all other demands and Controversies subsisting between them
was submitted do now Report that upon careful Examination
of the Evidence &c they find there is Equitably due to the
said Aaron from the said Abel twelve pounds thirteen shil-
lings therefore do award that the said Aaron do recover and
have of the said Abel twelve pounds thirteen shillings law-
ful money damages and the Cost of this Reference being
three pounds seventeen shillings and two farthings like
money and Costs of Court and that this be the final
end of all Controversies between them to the day of the
Submission, which is humbly submitted &c.

Therefore it is Considered by the Court that the said
Aaron do recover against the said Abel twelve pounds
thirteen shillings lawful money damages and Cost
of Court &c. taxed at eight pounds eleven shillings and
eleven pence two farthings and thereof he may have
his Ex. — Ex. is. 26th May 1772.

The Proprietors of and in the common and undivided
Land in the Township of Warwick in the County
of Hampshire formerly called Gardners or Roxburgs
Canady and particularly of and in the mill of com-
mon and undivided Land in Warwick afores^d hereafter
demanded and described Plt^s vs. Francis Nurse of
Warwick aforesaid yeoman Def. in a plea &c as at
large on Record heretofore, And now the Plt^s by Joseph
Hawley Esq. come here and pray leave to discontinue
their Suit saying Costs. therefore it is Considered that
the Def. do recover against the s^d Plt^s his Cost taxed
at five pounds thirteen shillings. and thereof he may
have his Ex. — Ex. is. 8th July 1772.

Elisha Cooke jun^r of Hadley in the County of Hamp^s
shire yeoman Plt. vs. Seth Chapin late of Hatfield
in said County yeoman Def. in a plea of the Case
for that the said Elisha at said Hadley on the first
day of March last past had at the Special Instance
and request of the said Seth before that time there
done and performed divers Works Labours and Services
in and about the business of the said Seth. In the said-
Cooke
vs
Chapin
N^o 1

Gooke
vs
Chapin
No 1

said Seth did then and there in Consideration thereof promise the said Elisha to pay him so much money as he the said Elisha reasonably deserved to have therefor and the said Elisha in fact says that he reasonably deserved to have for his S. Work and Labour four pounds two shillings & eight pence lawful money viz at Hadley aforesaid of all which the said Seth then and there had Notice of which sum the said Seth paid the said Elisha twelve shillings and eight pence lawful money in part, the remaining part viz three pounds ten shillings the said Seth tho' often requested hath never paid but wholly refused to do it to the damage of the said Elisha five pounds. the Plt. appears by Elisha Porter Esq. his att. and the d. Seth being three times solemnly called to come into Court doth not appear, therefore it is Considered by the Court that the d. Elisha do recover against the said Seth three pounds ten shillings lawful money damages and Cost of Suit taxed at one pound sixteen shillings and two pence. And now the said Seth by William Billings ^{Gent.} Esq. his att. comes here and appeals from the Judgment of the Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the law directs for the said Seth prosecuting his said appeal with effect as by d. Recognizance on file appears. —

Spaulding
vs
Belcher
No 2

Curtus Spaulding of Plainfield in the County of Windham and Colony of Connecticut yeoman Plt. vs. Andrew Belcher late of a place called Number two in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Andrew at a place called Number two viz at Springfield aforesaid on the eighteenth day of June last past by his note of that date for value received promised the d. Curtus to pay him forty two pounds eleven shillings and nine pence lawful money on demand with Interest till paid. yet the said Andrew hath never paid the same but wholly neglects to do it to the damage of the said Curtus fifty pounds the Plt. appears by Elisha Porter Esq. his att. and the d. Andrew being three times solemnly called to come into Court doth not appear, therefore it is Considered by the Court that the said Curtus do recover against the said Andrew forty four pounds eighteen shillings and six pence lawful money damages and Cost of Court taxed at two pounds twelve shillings and four pence, and now the said Andrew by Caleb Strong ^{Gent.} Esq. his att. comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield on

the fourth Tuesday of September next and he procures
with Surtees as the law directs for the said Andrews pro-
secuting his D. Appeal with effect as by D. Prognirance on
file appears.

Alexander Oliver of Conway in the County of Hampshire (Oliver
yeoman Plt. vs. Simon Stephens yeoman and Jeremiah
Gady yeoman both late of Gageborough in the County
of Berkshire Dist. in a plea of the Case for that the
said Simon and Jeremiah at D. Conway on the ninth
day of August 1770. by their joint note of that date
for value received promised one David Matthews to pay
unto him or his Order the Sum of twenty two pounds
lawful money by the first day of April then next with
Interest untill paid and afterwards viz on the same
ninth day of August the said David by his Indorsement
on the back of D. Note ordered the Contents of the same
note then wholly due to be paid to the D. Alexander
for value then and there received of him the D. Alexander
of all which the said Simon and Jeremiah there Instantly
had Notice and so became liable to pay unto the D.
Alexander the D. Sum of twenty two pounds agreeable
to the tenor of D. Note and being so liable as afores.
they the said Simon and Jeremiah then and there in
consideration thereof promised the D. Alexander to pay
him the same sum accordingly. Yet neither the said
Simon or Jeremiah or either of them have ever in
any manner fulfilled their promise aforesaid. to the
damage of the said Alexander fifteen pounds. The Plt.
appears by Eliza Porter Esq. his att. and the said
Simon being three times publicly called to come into Court
doth not appear. and the said Jeremiah comes into
Court and pleads &c. and reserving to himself liberty to
alter this plea on the Tryal of the Appeal now pleads
and says that the bond declared on is not his due, and
thereof puts himself on the Country. and the said Alex-
ander consenting to the reservation aforesaid says that
the Dist. plea above pleaded and the matters therein
contained is an Insufficient answer to his Declaration
and that he is not bound by the law of the Land to an-
swer thereto all which he is ready to prove whereof he
prays Judgment and for his damages and Cost.
And the said Jeremiah says his plea is sufficient. thereupon
all and singular the premises being ^{by understood} seen and by
the Court of the Lord the thing now here for that
it appears to the said Court that the plea aforesaid of
the said Jeremiah and the matters therein contained is
an Insufficient answer to the Declaration afores. of the

Oliver
vs
Gay et al.
N^o 3

the s^r. Alexander and ought not to preclude the s^r. Alexander from having and maintaining his action afores^d. and because the said Jeremiah hath not denied in any manner the aforesaid action and plea of the s^r. Alexander therefore it is considered that the said Alexander do recover against the said Simon and Jeremiah nine pounds nineteen shillings and two pence lawful money damages and last of Court taxed at two pounds ten shillings. And now the s^r. Jeremiah by his att^r. afores^d. appeals from the Judgment of this Court to the Superior Court of Judicature &c. to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with surety as the Law directs for the s^r. Jeremiah's prosecuting his said Appeal with effect as by the s^r. Recognizance on file app^r.

Gaylord
vs
Whiling
N^o 4

Eliphalet Gaylord of South Hadley in the County of Hampshire yeoman Plt. vs. William Whiling late of said South Hadley yeoman Deft. in a plea of the law for that s^r. William at s^r. South Hadley on the twentieth day of September last past by his Note promised the said Eliphalet to pay him fourteen pounds 13/4 lawful money on demand with Interest till paid. And also for y^t. said William at s^r. South Hadley on the first day of April Inst. by his note promised one John Taylor to pay him or Order two pounds 7/9 lawful money on demand with Interest till paid. and on the same first of April the s^r. John by his Indorsement ordered the Contents thereof to be paid to the said Eliphalet of all which the s^r. William Instantly had Notice and so became liable to pay the Contents of s^r. Note according to the tenor thereof unto the said Eliphalet, and being so liable he the s^r. William then and there promised the s^r. Plt. to pay him the same accordingly. Yet s^r. William hath never performed his said promise to the damage of the said Eliphalet twenty pounds. the Plt. being three times publicly called to come into Court is nonsuit and the Deft. likewise defaulted. and the action dismissed. —

Williams
vs
Moore
N^o 5

John Chester Williams of Hadley in the County of Hampshire Gent. Plt. vs. Simon Moore late of South Hadley in s^r. County yeoman Deft. in a plea of the Law for that the said Simon at s^r. Hadley on the Eleventh day of November last past by his Note of that date for value received promised the said John Chester to deliver unto him the value of nine pounds ten shillings lawful money in good West India Rum at the Cash-

price and do be delivered at a place called Harford or at Hadley aforesaid within a fortnight from the date of the same note. Yet the said Simson has never delivered unto D. John Chester the value of the aforesaid sum or any part thereof in sum agreeable to the tenor of D. note although he the D. John Chester was always ready ^{at} the time and place of delivery to accept and receive the same nor hath the D. Simson in any manner performed any part of his said promise to the damage of the said John Chester twelve pounds the Plt. appears by Glisha Porter Esq. his Att. and the said Simson being three times solemnly called to come into Court doth not appear therefore it is considered by the Court that the said John Chester do recover against the D. Simson nine pounds fifteen shillings and five pence lawful money damages and cost of Court taxed at one pound fifteen shillings and two pence. And now the said Simson by John Phelps Gent. appeals from the Judgement of this Court to the Superior Court of Judicature or next to be holden at Springfile on the fourth Tuesday of September next ensuing and he recognises with Sureties as the Law directs for the D. Simson prosecuting his D. appeal with effect, as by the D. Recognizance on file may be seen. —

John Chester Williams of Hadley in the County of Hampshire Gent. Plt. vs. Simson White of Williamsburgh in D. County yeoman Def. is a plea of the law for that the said Simson at said Hadley on the twelfth day of Feby A 1771 by his Note of that date for value received promised the said John Chester to pay him five pounds eighteen shillings and one penny lawful money on demand with Interest till paid. and also by his other Note of that date for value received the said Simson then and there promised the said John Chester to pay him one other sum of four pounds thirteen shillings and ten pence lawful money by the first day of May then next with Interest till paid. Yet the said Simson hath never paid said sums or either of them but neglects it. And also for that the said Simson at D. Hadley on the twenty first day of January last past by his other Note of that date for value received promised the said John Chester to pay him one other sum of Eleven pounds sixteen shillings and eight pence lawful money to be paid in good Merchantable Salt and to be delivered to the D. Williams within two months from the date of said Note with Interest untill paid. Yet the said Simson has never paid the same last mentioned sum in Salt & altho the D. John Chester was always ready at D. Hadley to receive the same Salt or ner has the said Simson in any manner paid any part of said sum but wholly neglects it. all which is to the damage of the said John Chester twenty five pounds, the Plt. ap=

Idem
vs
White
N^o 6

Williams
vs
White
N^o 6 } appears by Elisha Porter Esq. his Att^r. and the D. Simons
the three times publicly called makes default of appear-
ance here therefore it is considered by the Court that the
said John Glister do recover against the said Simons
twenty three pounds nine shillings and two farthings
lawful money damages and cost of Court taxed at one
pound sixteen shillings and two pence, and now the
said Simons by Caleb Strong jun^r. Gent his att^r. Appeals
from the Judgment of this Court to the Superior Court
of Judicature &c to be holden at Springfield within
and for the County of Hampshire on the fourth Tues-
day of September next Insuing. and he recognises
with sureties as the Law directs for the said Simons
prosecuting his D. Appeal with effect as by said recogni-
zance on file may be seen.

Warner
vs
Walther
N^o 7 } Moses Warner of Amherst in the County of Hampshire
yeoman Plt. vs. Israel Walther ^{late} of Gageborough in the
County of Berkshire yeoman Def^t. in a plea of the case
for that the said Israel at said Amherst on the thirtieth
day of January 1776 by his Note of that date for value
received promised the said Moses to pay him five pounds
five shillings and nine pence lawful money on de-
mand with Interest till paid. yet the said Israel tho often
requested hath never performed his D. promise to the damage
of the said Moses eight pounds. the Plt. appears by Elisha
Porter Esq. his att^r. and the said Israel being three times
solemnly called to come into Court doth not appear
therefore it is considered by the Court that the said Moses
do recover against the said Israel seven pounds twelve shil-
lings and two pence lawful money damages and cost
of Court taxed at two pounds and two shillings. —
and thereof he may have his Ex. Ex. is^d. 30th July 1772. —

Thayer
vs
Hunt
N^o 8 } Timothy Thayer of Northampton in the County of
Hampshire yeoman Plt. vs. Samuel Hunt of Charle-
mont in the County of Hampshire Gent. Def^t. in a
plea of the case for that the said Samuel at Deerfield
in D. County on the twenty first day of Feb^ry 1771
by his note of that date for value received promised the
said Timothy to pay him fifty three pounds six shil-
lings and eight pence lawful money by the first day of
April 1772. with Interest from the first day of April
then next after the date of D. Note untill paid. yet
the said Samuel hath never paid the same sum or
any moneys thereof but wholly neglects it to the damage
of the said Timothy sixty pounds. the Plt. appears by

Elisha Porter Esq. his Att. and the said Samuel the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Timothy do move against the said Samuel fifty six pounds nineteen shillings and two pence lawful money damages and cost of Court taxed at two pounds one shilling and eight pence after which the said Samuel by Jonathan Whaley Esq. his Att. comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he procures with Sureties as the Law directs for the said Samuel prosecuting his D. Appeal with effect as by the said Proce- nizeance of fill appears.

Jonathan Warner of Hadley in the County of Hampshire (Warner
vs
Gadley
N^o 9
Plt. vs. Jeremiah Gadley late of Gagebrough in
the County of Berkshire Gent. Dft. in a plea of the Case
for that whereas the said Jonathan at said Hadley on
the fifth day of March last past had before that time
there sold and delivered to the said Jeremiah divers Goods,
Wares and Merchandises. at his the said Jeremiah's special
Instance and request he the said Jeremiah then and there
in consideration thereof promised the said Jonathan to pay
him so much money as the same Goods &c. were reasonably
worth at the time of the Sale and delivery, and the D.
Jonathan in fact says that the same Goods &c. were reason-
ably worth the sum of one hundred and thirty four pounds
nine shillings and three pence one farthing lawful mo-
ney at the time of their sale and delivery viz at
Hadley aforesaid of which the said Jeremiah had Notice
and of which sum the D. Jeremiah has paid to the said Jonathan
forty four pounds six shillings and eleven pence two farthings
like lawful money in part. the remaining part of the said
sum of one hundred and thirty four pounds nine shillings
and three pence one farthing (viz) ninety pounds two shillings
and three pence three farthings lawful money the said
Jeremiah (who often requested) hath never paid or any money
thereof but wholly neglects and refuses to do it which is to
the damage of the said Jonathan ninety five pounds.
the Plt. appears by Elisha Porter Esq. his Att. and the said
Jeremiah by John Worthington Esq. his Att. comes into
Court and defends &c. and reserving to himself the liberty
to alter this plea on the Trial of the Appeal now pleads
and says that the bond declared on is not his Deed
and thereof puts himself on the Country. And the D.
Jonathan consenting to the reservations aforesaid says
that the Dft's plea above pleaded and the matters therein
contained is an insufficient Answer to his Declaration
and that he is not bound by Law to answer thereto all

Warner
vs
Gadby
N^o 9 } all which he is ready to prove whereof he prays Judgment
and for his damages and Costs. And the said Jeremiah
says his plea is sufficient. Thereupon all and singular
the premises being considered and by the Court of the
Lord the thing now here fully understood for that it
appears to the said Court that the plea aforesaid of the
said Jeremiah by him above pleaded and the matters there
in contained is an Insufficient answer to the declaration
aforesaid of the said Jonathan and ought not to pre-
clude the said Jonathan from having and maintaining
his action aforesaid and because the said Jeremiah hath
not denied in any manner the aforesaid action &
plea of the said Jonathan. therefore it is considered
that the said Jonathan do recover against the said Jer-
emiah ninety pounds two shillings and three pence
three farthings lawful money damages and Cost of
suit taxed at two pounds two shillings and ten pence
and now the said Jeremiah by his Att. afores. comes
and appeals from the Judgment of this Court to
the Superior Court of Judicature &c. to be holden at
Springfield within and for the County of Hampshire
on the fourth Tuesday of September next and he recog-
nizes with Sureties as the Law directs for the said Jeremiah
prosecuting his said appeal with effect as by the said
recognizance on file appears.

Idem
vs
Stephens
N^o 10 } Jonathan Warner of Hadley in the County of Hamp-
shire Trader Plt. vs. Simon Stephens late of Yag-
borough in the County of Berkshire yeoman Deft.
in a plea of the case for that the said Simon at S. Hadley
on the thirteenth day of June 1770 by his Note of that
date for value received promised the said Jonathan to
pay him the sum of two pounds one shilling & five pence
lawful money on demand with Interest till paid yet
the said Simon the often requested has never paid said
sum or any penny thereof but wholly neglects and refus-
es to do it to the damage of the said Jonathan four pounds
the Plt. appears by Elisha Porter Esq. his Att. and the
said Simon being three times publicly called to come
into Court doth not appear here. therefore it is con-
sidered by the Court that the said Jonathan do recover
against the said Simon two pounds six shillings &
one penny halfpenny lawful money damages and Costs
of Court taxed at two pounds two shillings and ten
pence and thereof &c. Ex. in. 27th May 1772.

Idem
vs
Sherwin
N^o 11 } Jonathan Warner of Hadley in the County of Hamp-
shire Trader Plt. vs. Jacob Sherwin of Ashfield in said
County Clerk Deft. in a plea of the Case for that

the said Jacob at said Hadley on the twenty fifth day of January 1771 by his note of that date for value received promised the said Jonathan to pay him six pounds nine shillings lawful money by the thirtieth day of April then next after the date of said note with interest untill paid. Yet the said Jacob tho often requested hath never performed his said promise but neglects and refuses to do it to the damage of the said Jonathan ten pounds. the Ptt. appears by Elisha Porter Esq. his att., and the said Jacob tho three times publicly called to come into Court doth not appear therefore it is considered that the said Jonathan do recover against the said Jacob six pounds nineteen shillings and three pence one farthing lawful money damages and cost of Court taxed at one pound nineteen shillings and six pence. and thereof &c. Ex. is. 24th May 1772. —

Jonathan Warner of Hadley in the County of Hamp- (Idem
shire Trader Ptt. vs. Moses Frary late of Hatfield vs
in said County yeoman Deft. in a plea of the Case) Frary
No 12
for that the said Moses at said Hadley on the sixth day of August 1769 by his note of that date for value received promised the said Jonathan to pay him three pounds nineteen shillings and one penny two farthings lawful money on demand with interest till paid. And also for that the same Moses at Hadley aforesaid on the twenty second day of January last past by his other note of that date for value received promised the said Jonathan to pay him two pounds two shillings and ten pence lawful money on demand with lawful interest till paid. Yet said Moses tho often requested hath never performed either of his said promises but neglects it to the damage of the said Jonathan nine pounds. the Ptt. appears by Elisha Porter Esq. his att., and the said Moses tho three times publicly called to come into Court doth not appear here therefore it is considered by the Court that the said Jonathan do recover against the said Moses six pounds thirteen shillings and six pence lawful money damages and cost of Court taxed at two pounds one shilling and two pence and thereof he may have his Ex. Ex. is. 24th May 1772. —

Jonathan Warner of Hadley in the County of Hamp- (Idem
shire Trader Ptt. vs. John Morse late of a place called vs
the Ashuelot Equivalent 2 which is adjoining and an- Morse
nexed to Pittsfield in the County of Berkshire Gent. No 13
Deft. in a plea of the Case for that the said John at said Springfield on the twenty ninth day of August last past by his note of that date for value received prom-

Sum of six pounds lawful money on demand with the lawful Interest untill paid. Yet the said Peter tho' often requested hath never paid the same but neglects and refuses to do it to the damage of the said Joseph twelve pounds. the Ptt. appears by Elisha Porter Esq. his Att. and the sd. Peter tho' three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said Peter nine pounds five shillings and nine pence lawful money damages and Cost of Suit Taxed at two pounds and eight pence and therefor. Ex. is. 22. Septem. 1772.

Thomas White junr. of South Hadley in the County of Hamp^{shire} yeoman Ptt. vs. John Field junr. of Amherst in said County yeoman Def. in a plea of the Case for that whereas the said Thomas at said South Hadley on the first day of December last past had before that time there done and performed for him the said John divers Works Labours and Services in and about the business of him the D. John at his the said John's special Instance and request. he the said John then and there in consideration thereof promised the said Thomas that he would pay him so much money as the D. Thomas really deserved to have for his said Work on demand. and the said Thomas avers that he reasonably deserved to have of the said John the sum of eight pounds one shilling and six pence lawful money for his said work labour and service viz at South Hadley aforesaid of which the said John then and there had notice. and also for that whereas the said John at D. South Hadley afterwards viz on the same first day of Decemb^r. last past was Indebted to the said Thomas in one other sum of two pounds eighteen shillings and six pence like lawful money for so much money by the said Thomas for the said John and at his request before that time laid out and expended in the purchase of thirteen ^{Salt} Hagsheads, and being so Indebted the said John then and there in consideration thereof promised the same Thomas to pay him the same sum on demand. Yet D. John tho' often requested hath never paid either of the said sums or any part of either of them but neglects and refuses to do it to the damage of the said Thomas twelve pounds. the Ptt. appears by Elisha Porter Esq. his Att. and the said John tho' three times publicly called to come into Court doth not appear therefore it is considered by the Court that the said Thomas do recover against the D. John Eleven pounds lawful money damages and Cost of Court taxed at one pound fifteen shillings and therefor he may have his Ex.

White junr.
vs.
Field junr.
No 16

Smith
vs
Adams
No 17

Silas Smith of Hatfield in the County of Hampshire
yeoman Plt. vs. John Adams late of Amherst in said
County yeoman Def. in a plea of the Case for that the
said John at said Amherst on the ninth day of Jan^y
last past by his Note of that date for value received pro-
mised one Martin Mullogh to pay him or his Order -
eighteen pounds six shillings and three pence lawful
money by the first day of April then next with Inter-
est untill paid and afterwards viz on the same ninth
day of January the said Martin by his Indorsement on
the back of s^d. Note then wholly due and unpaid or-
dered the Contents thereof to be paid to the said Silas
for value received of which the said John then and thereinafter
by had Notice and so became liable to pay the Contents
of the same Note unto the s^d. Silas agreeable to the tenor
thereof and being so liable he the said John then and
there in Consideration thereof promised the said Silas
to pay him the same Sum accordingly. Yet the said
John tho' often requested has never performed his s^d.
promise but neglects it to the damage of the said
Silas twenty pounds. the Plt. appears by Elisha Porter
Esq. his Att^y. and the said John being three times pub-
licly called to come into Court doth not appear therefore
it is considered by the Court that the said Silas do re-
cover against the said John eighteen pounds fourteen
shillings lawful money damages and Cost of Suit Tax^d
at one pound seventeen shillings and six pence. And
now the said John by William Billings ^{Esq.} his Att^y.
comes here and appeals from the judgement of this
Court to the Superior Court of Judicature &c. to be holden
at Springfild within and for the County of Hampshire
on the fourth Tuesday of Septemb^r. next and he re-
cognises with Sureties as the law directs for the s^d. John's
prosecuting his said Appeal with effect as by the s^d.
recognisance on-file appears.

Dickinson
vs
Adams
No 18

Mueben Dickinson of Amherst in the County of Hamp-
shire yeoman Plt. vs. John Adams late of s^d. Amherst
yeoman Def. in a plea of the Case for that whereas
the said Mueben at s^d. Amherst on the first day of
July had before that time dressed for him the s^d. John
at his special Instance and request sixty two Quakers
he the said John then and there in Consideration
thereof promised the said Mueben that he would pay
him so much money as he the said Mueben reasonably
deserved to have for his said Work Labour and Service
in and about dressing the said Skins whenever af-
terwards he should be thereto requested. and the said

Reuben avers that he reasonably deserved to have of the said John for his same work and Labour the sum of six pounds and three shillings lawful money (viz) at Amherst aforesaid of which the said John then and there had Notice yet the said John tho' often requested has never paid the same sum or any munny thereof but unjustly neglects and refuses to do it. to the damage of the said Reuben nine pounds. the Plt. appears by Elisha Porter Esq. his Att^r. and the said John being three times solemnly called to come into Court doth not come therefore it is considered by the Court that the said Reuben do recover against the said John six pounds three shillings lawful money damages and Cost of Court taxed at one pound sixteen shillings and ten pence. And now the said John by William Billings Esq. his Att^r. comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Sunday of September next and he recognises with sureties as the Law directs for the said John's prosecuting his said Appeal with effect as by R. Recognizance on file appears.

David Morton of Hatfield in the County of Hamps-
shire yeoman Plt. vs. Abel Merriman yeoman John
Cook yeoman and James Davis yeoman all of Lon-
don way in S. County Dist^r is a plea of the Case for
that the said Abel John and James at S. Hatfield
on the first day of March 1770 by their Joint
Note of that date for value received promised the said David
to pay him the sum of six pounds lawful money with-
in seven months from the date of S. Note with the
lawful Interest thereof untill paid. Yet the said Abel
John and James or either of them tho' they and each
of them have been often thereto requested have never per-
formed their said promise but neglect it to the damage
of the said David four pounds. the Plt. appears by Elisha
Porter Esq. his Att^r. and the said Dist^r. tho' three times
solemnly called to come into Court do not come but
make default of appearance here therefore it is consi-
dered by the Court that the said David do recover against
the said Abel John and James two pounds four shil-
lings and eleven pence ^{1/2} lawful money damages
and Cost of Court taxed at two pounds three shillings
and two pence. And now the S. Abel John and James
by William Billings Esq. ^{2nd att^r} their att^r. come here and
appeal from the Judgment of this Court to the Su-
perior Court of Judicature &c to be holden at Springfield on

Morton
vs
Merriman &c
No 19

Morton
vs
Merriman
on the fourth Tuesday of September next and he re-
cognizes with sureties as the Law directs for the S. Abel
John and James prosecuting their S. Appeal with effect
as by S. Recognizance on file appears.

N^o 19
Robbins
vs
Watson
N^o 20
Richard Robbins of Wetherfield in the County of Hart-
ford and Colony of Connecticut yeoman Plt. vs. Herman Wat-
son of South Hampton in the County of Hampshire
yeoman Deft. in a plea of the Case for that the said Herman
at a place called Wetherfield viz at Springfield in S. County of
Hampshire on the thirteenth day of July 1771 by his
note of that date for value received promised the S. Richard
Robbins to pay to or deliver him three thousand eight-
hundred feet of good and merchantable yellow pine boards
at a place called Rocky Hill by the last day of September
then next ensuing the date of said Note (which Boards the
said Richard in fact says were well worth forty shillings
a thousand) and the said Richard in fact says he was always
ready at time and place above mentioned to receive said Boards
according to the tenor of said Note, yet the said Herman tho
thereunto often requested hath never delivered S. Boards or
any part thereof or in any manner fulfilled his promise
aforesaid but unjustly neglects it to the damage of the said
Richard ten pounds. the Plt. appears by Ebenezer Potter Esq. his
att. and the said Herman being three times publicly called
to come into Court doth not appear, therefore it is considered
by the Court that the said Richard do recover against the said
Herman seven pounds twelve shillings lawful money Damages
and cost of Court taxed at one pound nineteen shillings
and ten pence, and thereof &c. &c. is. 27th May 1772.

Warner
vs
Nurse
N^o 21
Moses Warner of Amherst in the County of Hampshire Inn-
holder Plt. vs. Timothy Nurse of Rutland District in the
County of Worcester yeoman Deft. in a plea of the Case for that
said Timothy at said Amherst on the fourteenth day of Septem-
ber 1771 by his Note for value received promised said
Moses to pay him twelve pounds eight shillings and
six pence lawful money by the month of December
then next with lawful Interest for the same till paid
yet said Timothy tho often requested hath never paid the
same or any part thereof but neglects it to the damage
of the said Moses fifteen pounds. the Plt. appears by
Simson Strong Esq. his att. and the said Timothy being
three times publicly called to come into Court doth not
appear therefore it is considered by the Court that the S.
Moses do recover against the said Timothy twelve pounds
eighteen shillings and eight pence lawful money Damage
and cost of Suit taxed at two pounds one shilling and
two pence, And now the said Timothy by John Wor-
thington Esq. his att. comes here and appeals from the
Judgment of this Court to the Superior Court of Judicature
&c. to be holden at Springfield within and for the County

of Hampshire on the fourth Tuesday of September next and he recognises with sureties as the Law directs for the said Timothy prosecuting his said Appeal with effect as by the said recognisance on file appears.

Solomon Bollwood of Amherst in the County of Hampshire (Bollwood
yeoman Plt. vs. Timothy Nurse of Rutland District in the
County of Worcester yeoman Def. in a plea of the Case for Cundem
that said Timothy at Amherst on the thirteenth day of N^o 22
September 1771 by his Note for value received promised
said Solomon to pay him or his Order the sum of four
pounds lawful money within four months from that time
with lawful Interest for the same till paid yet said Timo-
thy tho often requested hath never paid the same or any
part thereof but neglects and refuses to do it. to the damage
of the said Solomon six pounds. the Plt. appears by Simons
Strong Esq. his Att^r and the said Timothy tho three times
publicly called makes default of appearance here therefore
it is considered by the Court that the said Solomon do
recover against the said Timothy four pounds three shil-
lings and three pence lawful money damages and costs
of Court taxed at two pounds one shilling and two pence
after which the said Timothy by John Worthington Esq. his
Att^r comes here and appeals from the Judgment of this
Court to the Superior Court of Judicature to be holden
at Springfield in the County of Hampshire and for the
Counties of Hampshire and Berkshire on the fourth
Tuesday of September next and he recognises with sureties
as the Law directs for the said Timothy prosecuting his
said Appeal with effect as by the recognisance on file appears.

John Field of Amherst in the County of Hampshire Gent. (Field
Plt. vs. Josiah Dunbar of Pelham in said County Gent. Def. vs
in a plea of the Case, for that the said Josiah at said Am- Dunbar
herst on the twenty eighth day of December 1769 by his Note N^o 23
of that date for value received promised one Jonathan Allis to
pay him or his Order the sum of five pounds twelve shillings
and six pence lawful money by the first day of April 1772
with the lawful Interest of the same till paid, and after-
wards to wit on the thirtieth day of April 1772 the said
Jonathan by his Indorsement in Writing on said Note ordered
the contents of the same Note then wholly due and unpaid
to be paid to said John for value received whereof the said
Josiah then and there had Notice and so became chargeable
in Law to pay the said Contents to said John according to the
tenor of the same Note and of said Indorsement thereon and
then and there in Consideration thereof promised the said
John to pay him the same accordingly. yet said Josiah
tho often requested hath never paid the same nor any part
thereof but neglects it to the damage of the said John
eight pounds. the Plt. appears by Simons Strong Esq. his
Att^r and the said Josiah being three times publicly called
to come into Court doth not appear therefore it is considered
by the Court that the said John do recover against the said

Field
vs
Dunbar
(N^o 23)

said Josiah six pounds eight Shillings and eight pence law-
ful money damages and Cost of Court taxed at one pound
eighteen Shillings and two pence. And now the said Josiah
appeals from the Judgment of this Court to the Superior
Court of Judicature &c to be holden at Springfield in the
County of Hampshire and for the Counties of Hampshire
and Berkshire on the fourth Tuesday of September
next and he Recognizes with Sureties according to Law
for the said Josiah's prosecuting his Appeal with effect-
as by the said Recognizance on file may be seen. —

Idem
vs
Bodman
(N^o 24)

John Field of Amburst in the County of Hampshire Gent.
Plt. vs. Joseph Bodman of Sunderland in S. County yeoman
Deft. in a plea of the Case for that said Joseph at S. Amburst
on the twenty sixth day of March 1772. by his Note of
that date for value received promised said John to pay
to him the sum of six pounds lawful money on demand
with lawful Interest for the same till paid, yet said
Joseph tho often requested hath never paid the same or
any part thereof but neglects it, to the damage of the said
John eight pounds, the Plt. appears by Simon Strong
Esq his Att^r and the said Joseph tho three times publicly
called to come into Court doth not come but makes
default of appearance here therefore it is considered by
the Court that the said John do recover against the said
Joseph six pounds one Shilling and one penny lawful
money damages and Cost of Court taxed at one pound
seventeen Shillings and ten pence, after which the S.
Joseph by William Billings Esq^r his att^r comes here and
appeals from the Judgment of this Court to the Super-
rior Court of Judicature &c to be holden at Springfield
within the County of Hampshire and for the Counties
of Hampshire and Berkshire on the fourth Tuesday
of September next and he Recognizes with Sureties
as the Law directs for the said Joseph's prosecuting his
Appeal with effect as by the Recognizance on file appears.

Pek
vs
Wright
(N^o 25)

Nathaniel Pek of Amburst in the County of Hampshire
Gent. Plt. vs. James Wright of Pelham in S. County
yeoman Deft. in a plea of the Case for that said James at
said Amburst on the first day of April 1771 by his
Note for value reciv^d promised said Nathaniel to pay him
or his Order the sum of sixteen pounds and eight Shilling
lawful money on demand with lawful Interest for the
same till paid, yet said James tho often requested hath ne-
ver paid the same or any part thereof but neglects it,
to the damage of the said Nathaniel twenty pounds. —
the Plt. appears by Simon Strong Esq. his att^r and
the said James being three times publicly called to come
into Court makes default of appearance here, therefore
it is considered by the Court that the said Nathaniel
do recover against the said James sixteen pounds twelve

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shillings and five pence lawful money damages and
out of tail taxed at one pound sixteen shillings and
six pence, and now the said James by John Worthington
Esq. his att. comes here and appeals from the Judgment of
this Court to the Superior Court of Judicature to be
holden at Springfield within the County of Hampshire
and for the Counties of Hampshire and Berkshire
on the fourth Tuesday of September next and he recognises
with Sureties as the Law directs for the said James pro-
secuting his said appeal with effect as by the said Recog-
nizance on file appears.

Simon Strong of Amherst in the County of Hamp- } Strong Esq.
shire Esq. Plt. vs. Elisha Parsons of Stockbridge in the } vs.
County of Berkshire Husbandman Def. in a plea of the } Parsons
Case for that said Elisha at said Springfield on the } No 26
twenty fifth day of February 1768 by his Note for
value received promised said Simon to pay him or
his Order the sum of Nineteen pounds eight shillings
and seven pence lawful money on demand with law-
ful Interest for the same untill paid. Yet said Elisha
tho often requested hath never paid the same or any
part thereof but neglects it to the damage of the s.
Simon twenty six pounds. the Plt. appears in his own
proper person and the said Elisha being three times
publicly called to come into Court makes default of appear-
ance here therefore it is considered by the Court that the
said Simon do recover against the said Elisha twenty four
pounds seven shillings and eight pence lawful money
damages and Cost of Court taxed at two pounds one
shilling and two pence and thereof he may have his Ex.

Thomas Smith yeoman and Samuel Cook yeoman } Smith & C.
both of Hadley in the County of Hampshire Plt. vs. } vs.
Ezra Hood of Amherst in said County yeoman Def. } Hood
in a plea of the Case for that said Ezra at S. Amherst } No 27
on the fourteenth day of October 1761 by his Note of that
date for value received promised said Thomas and Samuel
to pay them the sum of four pounds eighteen shillings
and eight pence lawful money on or before the first day
of May then next with lawful Interest for the same from
and after the first day of March then next untill paid
Yet said Ezra tho often requested hath never paid the same
or any part thereof but neglects it to the damage of the
said Thomas and Samuel eight pounds.
the Plt. appear by Simon Strong Esq. their Att. and
the said Ezra being three times publicly called to come
into Court makes default of appearance here therefore
it is considered by the Court that the said Thomas
and Samuel do recover against the said Ezra four pounds
nineteen shillings and eight pence lawful money da-

Smith vs. Rood
No 27 } damages and Cost of Suit taxed at One pound sixteen
shillings and ten pence, and afterwards now at this
same Term the said Ezra by William Billings Esq.
his Att^r comes here and appeals from the Judgment
of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the Coun-
ty of Hampshire on the fourth Tuesday of Septemb^r
next and he recognises with Sureties as the Law di-
rects for the said Ezra's prosecuting his said appeal
with effect as by the said recognizance on file appears.

No 28 Noah Smith vs. Samuel Partridge Recorded Page
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Allen vs. Parker
No 30 } Ebenezer Allen of Conway in the County of Hampshire
yeoman Plt vs. Samuel Parker late of Groton in the
County of Worcester yeoman Def^t. in a plea of the Case
for that the said Samuel at said Springfield on the twen-
tieth day of November last past by his Note of that
date for value reciev^d promised the said Ebenezer to pay
him the Sum of twenty five pounds lawful money by
the first day of May then next with lawful Interest for
said Sum till paid. Yet the said Samuel the often re-
quested has never paid said Sum or any part or the
Interest thereof but unjustly neglects to do it. to the
damage of the said Ebenezer thirty pounds. the Plt. ap-
pears by Samuel Bernard Gent, his Att^r. and the said
Samuel being three times publicly called to come into
Court doth not come but makes default of appearance
here therefore it is considered by the Court that the s^d.
Ebenezer do recover against the said Samuel twenty five
pounds fifteen Shillings and eight pence lawful
money damages and Cost of Court taxed at two-
pounds four Shillings and therof^r. Ex. in. 25th Feb^r 1773

Palmer vs. Watson
No 31 } Judah Palmer jun^r of Farmington in the County of
Hartford and Colony of Connecticut yeoman Plt. vs
Herman Watson of Southampton in the County of Hamp-
shire yeoman Def^t. in a plea of Trespas on the Case
for that the said Herman at s^d. Northampton on the seven-
teenth day of August 1770 by his Note of that date for
value reciev^d promised one John Wood to pay him or
Order nine pounds lawful money by the fifteenth
day of Novemb^r. then next following the date of s^d. Note
with Interest for the same from the time of payment
untill paid. and afterwards at said Northampton on
the same day aforesaid no part of the Contents of
said Note having been paid to the said John he the s^d.
John by his Indorsement on the back of s^d. Note with
his own proper hand subscribed Indorsed the same over

to the said Judah and by his said Indorsement directed and ordered the said Hernan to pay the contents of a note then wholly due and unpaid to the said Judah or his Order for value of him received whereof he the said Hernan then and there Instantly had notice and by reason thereof became chargeable and liable to pay the contents of the said note to the said Judah according to the tenor of the same note and in consideration thereof he the said Hernan then and there undertook and faithfully promised said Judah to pay him the same according to the tenor of said note yet the said Hernan the often thereto requested hath not performed his said promise but wholly neglects to do it to the damage of the said Judah twelve pounds. the Ptt. appears by John Phelps Gent. his Att. and the said Hernan the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Judah do recover against the said Hernan nine pounds Eleven Shillings and two pence lawful money damages and Cost of Suit taxed at two pounds six Shillings and four pence and thereof he may have his Ex. Ex. is? 15th June 1772.—

Roger Bagg of Wiltfield in the County of Hampshire Bagg
yeoman Ptt. vs. George Crawford yeoman and James Martin yeoman both of Wiltfield aforesaid Deft. in a
plea of Trespass on the Case for that the said Crawford and Martin at Wiltfield abovesaid on the twenty second day of June last past by their Joint Note of that date for value received promised the said Roger to pay him or Order the sum of Eleven pounds and four pence lawful money at or before the last day of January then next with lawful Interest till paid and the said Roger avers the day given for payment of the same note hath elapsed, yet the said Crawford and Martin or either of them have not performed their promise but they and each of them wholly neglect it to the damage of the said Roger fifteen pounds. the Ptt. appears by John Phelps Gent. their Att. and the said Crawford and Martin being three times publicly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said Roger do recover against the said Crawford and Martin Eleven pounds twelve Shillings and six pence lawful money damages and Cost of Suit taxed at one pound fourteen Shillings and thereof he. Ex. is? 20th June 1772.

Peter Porter of Buckel in the County of Berkshire yeoman Ptt. vs. Stephen Rusell of Southwicks in the County of Hampshire yeoman Deft. in a plea of
Rusell
N^o 33

Porter
vs
Russell
N^o 33

of the case for that the said Stephens at S. Springfield on the sixth day of November last past at S. Springfield by his Note of that date for value received promised one Joseph Foster to pay him or Order the sum of three pounds lawful money at or before the first day of January then next following the date of S. Note with Interest till paid and afterwards on the same day aforesaid no part of the Contents of said Note being paid he the said Joseph Foster then and there by his Indorsement on the same Note ordered the Contents of the same Note to be paid to the said Peter or Order value received and the same Contents of S. Note being due as aforesaid he the said Stephens then and there instantly had notice and so became liable and chargeable to pay the Contents of S. Note to the said Peter according to the tenor thereof and so being thereto liable the S. Stephens then and there in Consideration thereof promised the said Peter to pay him the Contents of the same Note according to the tenor thereof yet the said Stephens the after thereto requested hath not performed his S. promise but he wholly neglects it to the damage of the said Peter five pounds. the Plt. appears by John Phelps Gent. his Att. and the said Stephens being three times publicly called makes default of appearance here therefore it is considered by the Court that the said Peter do recover against the said Stephens three pounds one Shilling and ten pence lawful money damages and Cost of Court taxed at one pound - seventeen Shillings and ten pence and thereof he may have his Execution. Ex. is? 27th June 1772.

Duway
vs
Wright &c.
N^o 34

Noah Duway of Westfield in the County of Hampshire yeoman Plt. vs. Samuel Wright yeoman and Jabez Bill yeoman both of Southampton in S. County Deft. in a plea of the Case for that the said Samuel and Jabez at said Westfield on the fourteenth day of September last past by their Note of that date for value received jointly and severally promised the said Noah to pay him the sum of two pounds sixteen Shillings and eight pence lawful money at or before the first day of March then next with lawful Interest till paid which time for payment the Plt. says hath long since elapsed yet the said Jabez and Samuel or either of them the after thereto requested hath never paid the same or the Interest thereof but they and each of them wholly neglect it to the damage of the said Noah five pounds the Plt. appears by John Phelps Gent. his Att. and the said Samuel and Jabez being three times publicly

called to come into Court do not come but make default
of appearance here therefore it is considered by the Court
that the said Noah do recover against the said Samuel &
Jabez two pounds nineteen shillings and two farthings
lawful money damages and Cost of Suit taxed at
one pound thirteen shillings and ten pence and thereof
he may have his Execution. Ex. is. 19th June 1772. 181

Aron Smith of Springfield in the County of Hampshire
yeoman Ptt. vs. Gideon Smith of Springfield yeoman Dft. Smith
in a plea of Trespass on the Case for that the said Gide-
on at said Springfield on the Twentieth day of Decem^r 1770
by his Note of that date for value received. N^o 35
promised the said Aron to pay him the sum of five pounds
two shillings and six pence in grain at the common
market price (meaning that value in grain) at or before the
fifteenth day of February then next following the date of
said Note with use (meaning with lawful Interest) from the
time of payment till paid, and the Ptt. says the time of
payment hath elapsed and that he hath always been ready
to receive said grain, yet the said Gideon the often thereto requested
hath not performed his said promise but he unjustly neglects it
to the damage of the said Aron seven pounds. the Ptt. ap-
pears by John Shulps Gent. his att. and the said Gideon the
three times publicly called to come into Court doth not
come but makes default of appearance here therefore
it is considered by the Court that the said Aron do recover
against the said Gideon five pounds ten shillings and
three pence lawful money damages and Cost of Court
taxed at one pound nine shillings and two pence and
thereof he may have his Ex. Ex. is. 13th August 1772.

William French of Southampton in the County of Hamp^{shire}
yeoman Ptt. vs. John Harvey Bibbles of Granville in
said County yeoman Dft. in a plea of the Case for that
the said John at said Granville on the eighteenth day of
June last past by his note of that date for value received
by the name of John Bibbles promised the said William
French to pay him the sum of three pounds lawful mo-
ney worth of Woollen Shirting and English Grain and deliver
the same at Widow Glaps in Wiltshire on the twenty second
day of January then next, and the Ptt. says he has always
been ready to have received said Shirting and grain, yet the
said John the often thereto requested hath never performed
his said promise but he wholly neglects it to the damage
of the said William seven pounds. the Ptt. appears by John
Phelps Gent his att. and the said John by John Worthington
Esq. his att. comes into Court and defends and reserving to
himself the liberty of altering this plea on the Trial of the
appeal and to make any new plea now pleads and
says that the bond declared on is not his Due and thereof

French
vs
Pebbles
N^o 36
thereof puts himself on the Country, And the said William
consenting to the reservation aforesaid says the Deft's plea
aforesaid is an Insufficient answer to his Declaration and
that he is not holden by law to answer thereto all which
he is ready to verify wherefore he prays Judgment thereof
and for his Damages and Costs aforesaid, and the Deft.
says his plea aforesaid is sufficient. thereupon all and sin-
gular the premises being seen and by the Court of the
Lords the thing now here fully understood for that it ap-
pears to the said Court that the plea aforesaid of the said
John by him above pleaded and the matters therein con-
tained are an Insufficient answer to the Declaration afo-
said of the said William and ought not to preclude the
said William from having and maintaining his Action
aforesaid, and because the said John hath not denied in
any manner the aforesaid Action and plea of the said
William therefore it is considered that the said William
do recover against the said John three pounds one
shilling and two pence lawful money damages and
Cost of Suit taxed at one pound sixteen shillings
and six pence. The said John now here by his att. afores.
Appeals from the Judgment of this Court to the Superi-
our Court of Judicature &c to be holden at Springfield
within and for the County of Hampshire on the
fourth Tuesday of September next and he recognises
with Sureties as the Law directs for the said John's
prosecuting his said Appeal with effect as by the Re-
cognizance on file may be seen.

Stiles
vs
Peltone
N^o 38
Job Stiles jun^r of Granville in the County of Hampshire
yeoman Plt. vs. Ephraim Peltors yeoman and Samuel
Goe yeoman both of D. Granville Deft. in a plea of
traverse on the Case for that the said Ephraim and Sa-
muel at said Granville on the twentieth day of Janu-
ary last past by their note of that date for value received
Jointly and severally promised the said Job to pay him
or Order the sum of four pounds six shillings and
six pence lawful money on or before the first day
of March then next after date of said Note. Yet the said
Ephraim and Samuel or either of them the others thereto
requested have never paid the same but they and each
of them unjustly neglect it. to the damage of the said
Job seven pounds. the Plt. appears by John Phelps Gent.
his att. and the said Ephraim and Samuel being three
times publicly called to come into Court do not come but
make default of appearance here therefore it is considered
by the Court that the said Job do recover against the said
Ephraim and Samuel four pounds 8/1¹/₂ lawful money
damages and Cost of Court taxed at one pound sixteen
shillings and six pence and thereof he may have his Ex.
Ex. is. 27th June 1772.

Sylvanus Piray late of Exeter in the County of Berks-
shire yeoman Plt. vs. Samuel Sedgwick late of Westfield
in the County of Hampshire yeoman Def. in a plea
of trespass on the case &c as p. Writ on file, the Plt
being three times publicly called is nonsuit and the Def.
likewise defaulted, and the action dismissed. 182
Piray
vs
Sedgwick
No 39

Oliver Partridge of Hatfield in the County of Hampshire Esq. (Partridge Esq.
Plt. vs. John Hall yeoman and Theodore Sprague yeoman
both of Hagelborough lately called Williamaburgh in the County
of Berkshire Def. in a plea of the case for that said John
Hall and Theodore Sprague at D. Springfield on the fifth
day of December 1769 by their Note for value received promised
the said Oliver to pay him the sum of forty pounds lawful
money at or before the first day of October 1770 with lawful
Interest annually from the date till paid, and also the said
John and Theodore by their other Note dated the said fifth
day of December 1769 for value received promised the said Oliver
to pay the said Oliver the sum of forty pounds lawful mo-
ney at or before the first day of October 1771 with lawful Interest
annually from the date till paid, yet the said John and Theodore
have not nor either of them have paid the said sums to said
Oliver or any part thereof but wholly neglect to do it to the
damage of the said Oliver one hundred pounds. the Plt. appears
in his own proper person, and the said John and Theodore
being three times publicly called to come into Court do not
come but make default of appearance here therefore it is
considered by the Court that the said Oliver do recover against
the said John and Theodore ninety two pounds seven shil-
lings lawful money Damages and Cost of Suit taxed at
two pounds two shillings and four pence and thereof he may have
his Execution Ex. is. 28th May 1772. Hall et al
No 40

John Griswold of Windsor in the County of Hartford and Colo-
ny of Connecticut in New England Esq. Plt. vs. Thomas Pel-
man of Granville in the County of Hampshire yeoman Def. (Griswold
vs
Pelman
No 41
in a plea of the case for that the said Thomas at D. Springfield
on the fourth day of July 1765 by his Note of that date
for value received promised the said John to pay him the sum
of thirty two shillings and nine pence lawful money on
demand with the lawful Interest till paid yet the said
Thomas the often thereto requested hath not performed his
promise or any part thereof but he wholly neglects it to the
damage of the said John three pounds. the Plt. appears by
John Phelps Esq. his Att. and the said Thomas the three times
publicly called to come into Court doth not appear therefore
it is considered by the Court that the said John do recover
against the said Thomas the sum of two pounds six
and three pence lawful money Damages and Costs
of Court taxed at one pound twenty shillings and
three pence and thereof he may have his Ex. —
Ex. is. 15th June 1772.

Thent et al
vs
Bigelow
N^o 112

John Thent yeoman and Israel Loomis yeoman both of South
wick in the County of Hampshire Pet^r vs Titus Bigelow
of Westfield in said County yeoman Def^t. in a plea of Tr^{ans}-
pass on the Case for that the said Titus at said Westfield on
the twenty ninth day of April 1772 in Consideration of
the Sum of four pounds and two Shillings lawful money
by the aforesaid John and Israel then and there in hand
paid did bargain and sell unto them the said John and
Israel one Barrel of Pork and upon making of the s^d.
Bargain and Sale he the said Titus did then and there
warrant the same Pork to be good and merchantable
and that there was in the same barrel twelve Score of good
Pork which the said Titus did then and there likewise war-
rant to them the said John and Israel the full weight
of twelve Score of Pork yet they the said John and Israel
in fact say that the same Pork was at the time of the s^d.
bargain and Sale much less in weight and of ^{much} smaller
value than merchantable Pork and in the same barrel
at the time of the said bargain and sale there was fourteen
Swine legs and four half hog heads and twenty weight of
Bacon, whereby the said John and Israel upon the said
bargain and Sale and warranty was then and there
very much deceived and defrauded to the damage of the
said John and Israel Nine pounds. the Pet^r appears
by John Phelps Gent. their Att^r. and the said Titus by
John Worthington Esq. his Att^r. comes into Court and de-
fends the force and Injury where ^{of} and says that he is
not guilty in manner and form as the Pet^r in the Writ
have alleg^d against him and thereof puts himself on
the Country. and the Pet^r likewise. thereupon the Jurors
of the Jury agreeable to the form and effect of the Statute in
this Case made and provided now at this time returned and
Impannelled being demanded likewise come, who to say the
truth concerning the premises being duly sworn declare upon
their Oath that the said Titus is guilty ^{of} and awards damages
for the Pet^r to three pounds eight Shillings, ~~understands~~
~~affirms~~ therefore it is Considered that the said John and
Israel do recover against the said Titus three pounds
eight Shillings lawful money Damages and Costs of
Court taxed at four pounds five Shillings and four pence
and now the s^d. Titus by his said Att^r. appeals from the
Judgment of this Court to the Superior Court of
Judicature ^{to} to be holden at Springfield within the
County of Hampshire and for the Counties of Hamp-
shire and Berkshire on the fourth Tuesday of Sep-
tember next and he recognises with Sureties as the
Law directs for the said Titus prosecuting his said
appeal with effect as by the said Recognizance
on file may be seen.

Noah Smith of Hadley in the County of Hampshire yeoman Plt. vs. Samuel Partridge of Hatfield in said County Gent. Deft. in a plea of the Case wherein the said Noah complains, that whereas he the said Noah is a good honest true and faithful Subject, and hath all his life time hitherto carried and behaved himself amongst his Neighbours and other faithful Subjects, so as to be esteemed by them to be of a good name, fame, Credit, honest and faithful Conversation and of good behaviour, and all his life time hitherto hath lived and remained without any blot or having committed any Felony, Larceny, or Theft, and hath always been free and unsuspected of any such scandalous and heinous Crime. by reason of which good fame and honest Conversation, the said Noah had not only gained the Love and Esteem of all his Neighbours, but had also obtained and enjoyed very great Advantages therefrom. Nevertheless the said Samuel well knowing the premises, but contriving and maliciously intending unjustly to grieve and defame the said Noah and not only wholly to deprive him of his good fame and Reputation aforesaid, but to bring him into very great Scandal and Contempt among all his Majesty's honest liege Subjects, and to cause him to be punished according to the Laws of the Province of the Massachusetts Bay in New England made and provided in Cases of Theft, on the Eleventh day of January in the Twelfth year of his Majesty's Reign at Hatfield aforesaid maliciously and maliciously made and Exhibited a certain Information and Complaint in writing, of concerning, and unto the Hon^{ble} Israel Williams Esq. one of his Majesty's Justices assigned to keep the peace within the said County and also to punish divers Thefts, Trespases, and other misdemeanors within the same County of Hampshire, in the following Words (viz) Hampshire ss. to the Honorable Israel Williams Esq. one of his Majesty's Justices of the peace for the said County of Hampshire, Samuel Partridge of Hatfield in the said County Gent. this Eleventh day of January in the Twelfth year of his Majesty's Reign D. 1772. In behalf of our Sovereign Lord the King complains to y^r Honor that Noah Smith of Hadley in the same County yeoman at Hadley aforesaid on the ninth day of January Inst. did with force and Arms did privately, secretly, and Feloniously, steal, take, and carry away one white pine Log of the value of twelve Shillings of the proper Goods, and Chattels, and in the Possession of your Complainant contrary to one Law of this Province in such Laws made and provided, and against the peace of the said Lord the King his Honor and dignity, your Complainant therefore prays your Honor to take Cognizance of the premises and that the said Noah may be brought to answer to this

Smith
 vs
 Partridge
 8th 28

Smith } this Complaint and be made to do and suffer as by
vs } Law he ought, and as in duty bound will ever pray -
Partridge } Samuel Partridge.

N^o 28

by which false and malicious writing in the form of an Information as above recited the said Samuel did directly as well as maliciously and falsely charge the said Noah the P^{ts} with having been guilty of the Theft therein set forth and of his further Malice which he had against the said Noah and in order to induce S. Justice to issue his Warrant for the apprehending and Imprisoning the said Noah and bringing him before the said Justice to answer to the matters therein alleged the said Samuel did then and there falsely and maliciously affirm to the said Justice that the matters set forth in the same Information were true, by means whereof S. Justice made his Warrant to the Sheriff of the said County or his under Sheriff or his Deputy commanding him and them without any delay to apprehend the body of the said Noah and him bring either before the S. Justice or some other of his Majestys Justices of the peace for S. County to answer to the same Information and Complaint and that he the said Noah might be dealt with as by Law he ought respecting the matters therein charged against him by the said Samuel by virtue of which Warrant the said Noah was taken and held in prison for the space of forty eight hours, and afterwards to wit on the thirtieth day of the same January by virtue of the same Warrant the said Noah was brought before the said Israel Williams Esq. and William Williams Esq. - one of his Majestys Justices assigned to keep the peace in said County and also to punish divers Thefts, Trespases, and other misdemeanors within the same County committed and who was then and there joined as an Associate of the S. Israel Williams Esq. to hear and determine the matters in said Informations contained, before which S. Justices - (one of them being of the Quorum) the said Noah being brought in the Custody of Oliver Warner a Deputy Sheriff and being allowed to acquit himself from the Theft charged in the same Complaint pleaded that he was not guilty thereof and thereof submitted himself upon the Trial of S. Justices whether he was guilty or innocent thereof at which Trial S. Justices giving Credit to the affirmation and Testimony of the said Samuel and being thereby induced to believe the Charge made in the aforesaid false and malicious Information to be true did then and there adjudge and say that the said Noah was thereof guilty and did therefore Consider and Adjudge that the said Noah should be taken to satisfy our Sovereign Lord the King of his fine by reason of the Trespass, Contempt and Felony therein alleged which fine was by the said Justices then and there assessed at forty Shillings lawful money

to be to the use of our Lord the King and to be disprised
of in manner as directed by the Law of the s^d. Province
and that the said Noah for his said offence should pay unto
the said Samuel thirty six Shillings of like money by
said Justices adjudged to be forfeited to him the said Samuel
and it was also further considered and adjudged by s^d.
Justices that the said Samuel should recover against the
said Noah twenty two Shillings and two pence of like
money to the said Samuel with his apert allowed for
the costs of the same prosecution and that the s^d. Noah
should be committed to his Majesty's Goal in Springfield
in s^d. County there to be and remain untill he should
perform the judgement aforesaid whereupon the said
Noah having suied his Sentence from the s^d. Justices
according to the Consideration and Judgement aforesaid
immediately claimed and made his Appeal therefrom
according to the Law of the said Province in such cases
provided to the Court of General Sessions of the peace
then next to be holden at Northampton within and
for the County of Hampshire on the second Tuesday of
February then next which appeal being allowed by s^d. Jus-
tices the said Noah did duly recognise for the prosecution
thereof, at which Term of the said Court of General Se-
ssions of the peace holden at Northampton aforesaid with-
in and for the County aforesaid, to wit on the second
Tuesday of February in the twelfth year of his Majesty's
reign the said Noah in his proper person came into
the said Court to prosecute his appeal aforesaid and to
defend himself against the charge of the Complaint
and informations aforesaid and upon his original plea
before the said Justices aforesaid to be pleaded touching the
charge and informations aforesaid submitted himself
upon his Country whether he was guilty or Innocent
thereof whereupon a jury returned and summoned ac-
cording to Law &c came before the Justices of the said
Court and the Jurors of the Jury for that purpose
according to the same Law being duly empanniled and
to say the truth concerning the premises being duly
sworn did upon their oath declare that the said Noah
of the Trespass Contempt and Felony in the same Com-
plaint specified in manner and form as against him
was supposed was not guilty and therefore it was con-
sidered by s^d. Court that the said Noah Smiths should
be no further holden to answer the premises but
being thereof acquit he might go without day.
by reason of which premises the said Noah says he was
obliged to expend and lay out divers great sums of mo-
ney to obtain his Enlargement from Imprisonment
and to acquit himself from the said Trespass theft and
Felony as above charged upon him and was thereby much

Smith
vs
Partridge
No 28 } much dammified and brought into great danger of
suffering the penalty of the Law of the said Province
made and provided for the punishment of Theft. —
all which is to the damage of the said Naah Smith
two hundred pounds. the Parties appear by their respective
attornies ~~vs~~ the Plt. by Simons Strong Esq. and
the Deft. by John Worthington Esq. and move that
this action may be continued, therefore it is considered
that the said Parties have a day before the Lord
the thing here untill the last Tuesday of August next
following said third Tuesday of May aforesaid. —

Graton
vs
Seaver
No 113 } James Graton yeoman and Sarah Graton Wife of the
said James both of Spinner in the County of Worces-
ter Pltfs vs. William Seaver late of Colerain in
the County of Hampshire Deft. in a plea of the Case
for that the said William at Linster in Springfield afores.
on the sixteenth day of August 1762 by his note of
that date for value received then and there promised
the said Sarah (then feme sole and unmarried) to pay
her two pounds sixteen shillings in two months from
the date of said note with lawful Interest for the same
till paid. Yet the said William tho often requested hath
never paid the same to the said Sarah nor any part thereof
while she remained feme sole and unmarried nor
hath the said William tho often requested by the said James
and Sarah since their Intermarriage ever paid them the
same or any penny thereof but unjustly neglects and
wholly refuses to do it to the damage of the said James
and Sarah six pounds the Pltfs appear by Jonathan
Ashley Esq. their att. and the said William being three
times publicly called to come into Court doth not come
but makes default of appearance here therefore it is
considered by the Court that the said James and Sarah
do recover against the said William four pounds eight
shillings and nine pence lawful money damages
and cost of Court tax'd at two pounds four shillings
and four pence and thereof &c. Ex. is. 15th July 1772. —

Wrisley
vs
Taylor
No 114 } Samuel Wrisley of Gounfield in the County of Hampshire
yeoman Plt. vs. Benajah Taylor of Dierfield in said County
yeoman Deft. in a plea of the Case for that the said Benajah
at said Gounfield on the seventh day of November 1768
by his note of that date for value received then and there
promised the said Samuel to pay him sixteen good mar-
chantable Sheep (to be delivered or paid) on the fifteenth
day of June then next after the date of said note yet
the said Benajah tho often requested and although the said

Samuel was always ready to receive said Sheep hath never paid and delivered said Sheep nor in any way paid to him the said Samuel the contents of said Note nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Samuel seven pounds the Ptt. appears by Jonathan Ashby Esq. his Att. and the said Benajah the three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Benajah four pounds lawful money damages and cost of Court taxed at two pounds six Shillings and Eleven pence and thereof he may have his Ex. - Ex. is. 25th July 1772. —

Joseph Thomson of Colrain in the County of Hampshire yeoman Ptt. vs. William Chaver late of Colrain aforesaid yeoman Deft. in a plea of the Case for that the said William at said Colrain on the twenty eighth day of August 1771 by his Note of that date for value received he the said Wm then and there promised said Joseph to pay him sixteen pounds thirteen shillings lawful money on the first day of November 1771 with lawful Interest for the same till paid. yet the said William altho often requested hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Joseph twenty pounds. the Ptt. appears by Jonathan Ashby Esq. his Att. and the said William being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said William eighteen pounds seven shillings and four pence two farthings lawful money damages and cost of suit taxed at two pounds seven shillings and four pence and thereof he may have his Ex. Ex. is. 23rd June 1772. —

Jonathan Fish of Shelburne in the County of Hampshire yeoman Ptt. vs. John Wood of Shelburne aforesaid Blacksmith Deft. in a plea of the Case for that the said John at said Shelburne on the fifteenth day of January 1772 by his Note of that date for value received promised the said Jonathan to pay him fourteen pounds on demand with lawful Interest for the same till paid. yet the said John tho often requested hath never paid the same nor any penny thereof but the said John unjustly neglects and wholly refuses to do it to the damage of the said Jonathan eighteen pounds. the Ptt. appears by Jonathan Ashby Esq. his Att. and the said John the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said John fourteen pounds six shillings lawful money damages and cost of Court tax'd at two pounds eight shillings and Eleven pence and thereof he may have his Ex. Ex. is. 26th May 1772. —

Powers
vs
Merriman
No 117

James Powers of NewHaven in the County of NewHaven
and Colony of Connecticut yeoman Plt. vs. Abel Merri-
man of Conway in the County of Hampshire yeoman
Def. in a plea of the ^{Grand Jurors Deliberation and say that the} Case whereupon the said James on the
ninth day of June 1766 at a place called Wallingsford
to wit in Springfield aforesaid, let out upon hire and
delivered to the said Abel at his special Instance and
request twelve sheeps to keep use and improve the same
for the Term of three years then next following which
sheeps be the said Abel then and there received of him the
said James to keep use, and improve for the Term aforesaid.
and in consideration thereof then and there agreed with
and promised said James to deliver him three quarters of
a pound weight of Sheeps Wool yearly and at the end of
every year during said Term apiece and for each of said
sheeps and further at the end of said Term either to pay
to him the said James two pounds fourteen shillings
in Cash or deliver him six Ewes and six Lambs Mer-
chantable Sheeps whenever after he should be thereto re-
quired. and also for that whereas the said Abel on the same
ninth day of June at S. Wallingsford to wit in S. Spring-
field received of the said James other twelve Sheeps to use
have and improve for the same Term of three years then
next following he the said Abel then and there agreed with
and promised the said James to deliver him for the use of
said Sheeps other three quarters of a pound weight of sheeps
wool for each of the said Sheeps last mentioned yearly and
at the end of every year during said Term or to pay him
one other sum of two pounds fourteen shillings lawful-
money or deliver him other six Ewes and six Lambs being
Merchantable Sheeps on demand at the end of said Term
and the said James says that said Sheeps Wool was well worth
eighteen pence lawful money by the pound and that he
hath been always ready to receive the same wool of the
said Abel and the whole of S. Sheeps yet he the said Abel
the often thereto requested and particularly at S. Conway
on the fifth day of Octob^r last past hath never delivered
him the said James the whole or any part of S. Wool or
the said Sheeps or any part thereof or paid him either of the
sums aforesaid or any penny thereof or any ways performed
either of his said promises but hitherto hath and still
neglects and refuses so to do to the damage of the said James
ten pounds. the Plt. appears by Moses Bliss Esq. his att. and
the said Abel the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said James do recover against the said Abel five
pounds three shillings and eleven pence two farthings
lawful money damages and Cost of Court taxed at
two pounds thirteen shillings and ten pence and

now at this Term the said Abel appears by William Bilt
lings ~~his~~ ^{his} att. and appeals from the Judgment of this
Court to the Superior Court of Judicature next to be
holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next
and he recognises with Sureties as the Law directs for
the said Abels prosecuting said appeal with effect as by
the said Recognizance of file appears.

Samuel Saliott of Hartford in the County of Hartford (Saliott
and Colony of Connecticut Esq. Ptt. vs. Ebenezer Selden of
Springfield in the County of Hampshire yeoman. Deft. Selden
in a plea of the Case for that the said Ebenezer on the 22^d
twenty second day of February 1771 at Springfield aforesaid
by his Note for value received promised the said Samuel
to pay him Eleven pounds one Shilling and seven pence
three farthings lawful money in two months from that
time with lawful Interest for the same till paid. Yet
the said Ebenezer the often requested hath not paid the same
sum nor the Interest thereof but he neglects and refuses to
do it to the damage of the said Samuel sixteen pounds.
The Ptt. appears by Mons Bliss Esq. his att. and the said
Ebenezer being three times publicly called to come into
Court doth not come but makes default of appearance
here therefore it is considered by the Court that the said
Samuel do recover against the said Ebenezer Eleven pounds
eighteen Shillings and two pence lawful money damages
and cost of Court taxed at one pound sixteen Shillings
and ten pence and thereof &c. Ex. is? 19th June 1772.

William Phillips of Boston in the County of Suffolk Esq. (Phillips
Ptt. vs. Abel Russell late of Westfield in the County of
Hampshire yeoman and Simon Whaley of Westfield aforesaid. Russell
yeoman Deft. in a plea of the Case for that the said Abel and
Simon on the twenty fifth day of Feby 1771 at Spring-
field aforesaid by their note under their hands for value
received promised the said William to pay him or Order eight
pounds ten Shillings lawful money in one year from that
time with lawful Interest for the same after the Expiration of
that time till paid yet the said Abel and Simon the that
time is elapsed and the often requested have not paid the
same sum nor the Interest of it nor has either of them
done it but they neglect and refuse to do it to the da-
mage of the said William twelve pounds. The Ptt. ap-
pears by Mons Bliss Esq. his att. and the said ~~Abel and~~ ^{Simon}
~~Russell~~ being three times publicly called to come into
Court do not come but makes default of appearance
here ^{The 1st Abel was not notified of & ret. with} therefore it is considered by the Court that the
said William do recover against the said ~~Abel and~~ Si-
mon the sum of Eight pounds twelve Shillings, and

Talcott
vs
Russell &c.
No 49. } and five pence two farthings lawful money damages and
Cost of Court taxed at two pounds eighteen shillings
and six pence and thereof &c. Ex. is. 26th Octob^r 1772. —

Gibbs
vs
Nurse
No 50 } Giles Gibbs of East Windsor in the County of Hartford
and Colony of Connecticut yeoman Plt. vs. Moses Nurse
of Marlborough in the County of Worcester yeoman Deft.
in a plea of the Case for that said Moses at said Spring-
field on the Eleventh day of October 1770 by his Note
of that date for value received promised said Giles to pay
him eight pounds lawful money within six months from
the date thereof with lawful Interest for the same till paid
yet said Moses the often requested hath not paid s^d Giles
the same sum or any penny thereof or said Interest
but hitherto hath and still neglects and refuses to pay
him the same to the damage of the said Giles ten pounds
the Plt. appears by Moses Bliss Esq. his Att^r and the said
Moses the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Giles do recover against the said Moses four
pounds ten shillings lawful money damages and Cost of
Suit taxed at two pounds four shillings and six pence
and thereof he may have his Ex. — Ex. is. 19th June 1772. —

Higgins
vs
Day jun^r.
No 51 } Edward Higgins of Springfield in the County of Hampshire
yeoman Plt. vs. Luke Day jun^r of S^d Springfield yeoman Deft.
in a plea of the Case for that said Luke at S^d Springfield on
the fourth day of January last past by his promissory Note un-
der his hand of that date for value received promised the s^d.
Edward to pay him twelve pounds five shillings by the
first day of May then next with Interest after the time of
payment untill paid, which time of payment is passed
yet said Luke the often thereto requested hath never paid
said sum or interest or any penny thereof to the Plt. but
unjustly neglects it to the damage of the said Edward
sixteen pounds. the Plt. appears by Justin G. Esq. his Att^r.
and the said Luke being three times publicly called makes
default of appearance here therefore it is considered by the Court
that the said Edward do recover against the said Luke twelve
pounds five shillings and seven pence two farthings
lawful money damages and Cost of Court taxed at one
pound nine shillings and nine pence. And now the
said Luke by Jonathan Bliss Esq. his Att^r. comes here and
appeals from the Judgment of this Court to the Superior
Court of Judicature &c. to be holden at Springfield within
the County of Hampshire and for the Counties of Hampshire
and Berkshire, ^{on the fourth Tuesday of September next.} and he recognises with Surchis as the Law
directs for the said Luke prosecuting his said appeal with
effect as by the said recognizance on file appears. —

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John Ashley of Springfield in the County of Hampshire
yeoman Ptt. vs. Simon Ashley of Westfield in said County
yeoman and Aaron Gely of Springfield in said County yeo.
man Deft. in a plea of the case for that said Simon and
Aaron at said Springfield on the sixth day of August
1773 by their Note under their hands of that date for
value received promised the said John to pay him three
pounds six Shillings on demand with lawful Interest un-
till paid yet said Simon and Aaron or either of them have
never paid said Sum or Interest to the Ptt. but they and
each of them unjustly neglect it to the damage of the said
John six pounds, the Ptt. appears by Sartin Gely Gent. his
att. and the said Simon and Aaron being three times
publicly called to come into Court do not come but make
default of appearance here therefore it is considered by the Court
that the said John do recover against the said Simon and
Aaron three pounds nineteen Shillings and eight pence
lawful money damages and cost of Suit taxed at one
pound eleven Shillings and four pence and thereof he
may have his Execution. Ex. is. 15th Feb. 1773. —

Ashley
vs
Ashley
N^o 52

Caleb Morgan of Springfield in the County of Hampshire
yeoman Ptt. vs. Luke Day jun^r of Springfield yeoman
Deft. in a plea of the case for that said Luke at Springfield
on the twentieth day of June last past by his
promissory Note under his hand of that date for value
there received promised the Ptt. to pay him Eighty Gallons
of good West India Rum to be delivered at a place called
Williams Knox's Store in Hartford in two months from the
date of said Note which time is past with Interest from
the time of payment untill paid, and the Ptt. in fact says
that the said Rum at said Williams Knox's Store in Hartford
at the time of payment in said Note mentioned was reason-
ably worth the Sum of three Shillings a Gallon, and also
that the said Caleb has always been ready to receive the said
Rum at said Knox's Store according to the tenor of said Note
yet said Luke tho' often thereto requested hath never ful-
filled his said promise nor ever paid or delivered to the Ptt.
the Rum in said Note mentioned but unjustly neglects
and refuses to do it to the damage of the said Caleb four
teen pounds, the Ptt. appears by Sartin Gely Gent. his att.
and the said Luke being three times publicly called to
come into Court doth not come but makes default of
appearance here therefore it is considered by the Court
that the said Caleb do recover against the said Luke Ele-
ven pounds nine Shillings and nine pence lawful
money damages and cost of Court taxed at one pound
nine Shillings, after all which the said Luke by Jona-
than Bliss Esq. his att. comes here and appeals from the
Judgment of this Court to the Superiour Court of

Morgan
vs
Day jun^r
N^o 53

Morgan
vs
Day jun.
N^o 53 } of Indicture & next to be holden at Springfield within
the County of Hampshire and for the Counties of Hamp-
shire and Berkshire on the fourth Tuesday of Septemb:
next and he recognizes with Sureties as the Law directs
for the said Luke prosecuting his said appeal with effect
as by the said Recognizance on file appears. —

Mears
vs
Cundem
N^o 54 } Stephen Mears of Hartford in the County of Hartford
and Colony of Connecticut yeoman Plt. vs. Luke Dayjun
of Springfield in the County of Hampshire yeoman Def.
in a plea of the Case for that whereas the said Stephen
at said Springfield on the last day of March last past had
before that time sold and delivered to him divers Goods
wares, and Merchandises of him the said Stephen he the
said Luke in Consideration thereof then and there undertook
and faithfully promised the said Stephen that he the said
Luke would well and truly pay to the said Stephen so
much money as such Goods, Wares, and Merchandises so
sold and delivered to the said Luke were reasonably worth
at the time of the sale and delivery thereof whenever —
after he should be thereto required, and the said Stephen
in fact saith that the said Goods &c. so sold and delivered
to the said Luke by him the said Stephen as above were
at the time of the sale and delivery thereof reasonably
worth two pounds eighteen Shillings of lawful money
of which the said Luke then and there had notice from
the said Stephen yet said Luke the often thereof request-
ed hath never paid said Sum or any money thereof
to the Plt. but unjustly neglects it to the damage of
the said Stephen four pounds. the Plt. appears by ~~Stephen~~
Justin Gly Gent his att. and the said Luke being three
times publicly called makes default of appearance here
therefore it is Considered by the Court that the said
Stephen do recover against the said Luke two pounds
eighteen Shillings lawful money damages and Cost
of Court taxed at one pound sixteen Shillings and
six pence. And now the said Luke by Jonathan Bliss
Esq. his att. comes here and appeals from the Judgment
of this Court to the Superiour Court of Indicture &c. next
to be holden at Springfield within the County of Hamp-
shire and for the Counties of Hampshire and Berkshire
on the fourth Tuesday of Septemb: next and he recog-
nizes with Sureties as the Law directs for the said Luke
prosecuting the said Appeal with effect as by said Recognizance on
file appears. —

Partridge
vs
Train
N^o 55 } Oliver Partridge of Hatfield in the County of Hampshire
Esq. Plt. vs. Ebenezer Train lately of Greenwich in said
County yeoman Def. in a plea of Breffcase on the Case
for that whereas the said Ebenezer on the first day of
March 1768 at Hatfield appeared by his note for value

received promised the said Oliver to pay him being the
 Town Treasurer of the Town of Hatfield or his Successor
 in the office aforesaid thirty one pounds thirteen shillings
 and four pence three farthings lawful money in one year
 from the first day of March aforesaid, with lawful Interest
 thereof annually from the said first of March till paid
 yet the said Ebenezer hath not paid the Contents of the
 said Note to the said Oliver or his Successor in d. Office
 altho he hath been by the said Oliver often thereto re-
 quested but hath hitherto refused and still neglects and
 refuses to do it to the damage of the said Oliver in said
 Capacity forty five pounds. the P^t. appears by Joseph
 Hawley Esq. his Att^r. and the said Ebenezer being three-
 times publicly called to come into Court doth not come
 but makes default of appearance here therefore it is
 considered by the Court that the said Oliver do recover
 against the said Ebenezer forty pounds ten shillings
 and one penny one farthing lawful money damages
 and cost of Suit taxed at one pound fifteen shillings
 and eight pence and thereof &c. - Ex. is: 28th May 1772. -

Ebenezer Hunt of Northampton in the County of Hamp^r (Hunt
 shire Gent. P^t. vs. Aaron Powers late of Greenwich in the Powers
 County of Hampshire yeoman Deft. in a plea of Trespass N^o 56
 on the case for that whereas the said Aaron on the twenty
 ninth day of April 1767 at Northampton aforesaid
 by his Note for value received promised the said Ebenezer
 to pay him the Sum of two pounds lawful money order-
 mand with Interest till paid. yet the said Aaron hath
 not paid the Contents of the said Note or any part thereof
 altho he hath been by the said Ebenezer often requested thereto
 but hath hitherto refused and still doth neglect and re-
 fuse to do it to the damage of the said Ebenezer four pounds.
 the P^t. appears by Joseph Hawley Esq. his Att^r. and the said
 Aaron being three times publicly called to come into Court
 doth not come but makes default of appearance here
 therefore it is considered by the Court that the said Ebe-
 nezzer do recover against the said Aaron two pounds
 twelve shillings and two pence lawful money damages
 and cost of Court taxed at one pound fifteen shillings
 and six pence and thereof &c. Ex. is: 28th May 1772. -

Alexander Miller of Worthington in the County of Hamp^r (Miller
 shire Innholder P^t. vs. Benjamin Bigelow of said - Bigelow
 Worthington yeoman Deft. in a plea of Trespass on N^o 57
 the case for that whereas the said Benjamin on the
 fourth day of Octob^r 1770 at Worthington aforesaid
 by his Note for value received promised the said Alex-

Miller
vs
Bigelow
N^o 57

Alexander to pay to him or Order ten pounds lawful money on or before the fourth day of October 1771 with the lawful Interest of the said sum till paid. Yet the said Benjamin altho often requested has not paid the contents of the said note or any part thereof to the said Alexander but he wholly refuses to do it to the damage of the said Alexander twenty pounds. the P^lt. appears by Joseph Hawley Esq. his Att^y and the said Benjamin being three times publicly called makes default of appearance here therefore it is considered by the Court that the said Alexander do recover against the said Benjamin ten pounds nineteen shillings and six pence lawful money damages and cost of Suit Taxed at two pounds two shillings and six pence and therefor. Ex. is. 12th June 1772

Baker
vs
Soul
N^o 58

John Baker of Northampton in the County of Hamp-
shire Husbandman P^lt. vs. Moses Soul lately of Worthing-
ton in said County yeoman Def^t. in a plea of Tres-
pass on the case for that whereas he the said John on
the last day of March last past at Northampton aforesaid
at the special Instance and request of the said Moses sold
and delivered to him divers goods and Merchandises of him
the said John according to the Account to the Writ annexed
he the said Moses in Consideration thereof then and there
undertook and faithfully promised that he the said Moses
would well and truly pay to the said John so much money
as such goods Wares and Merchandises so sold to the said Moses
by the said John were reasonably worth at the time
of the Sale and delivery whensover after he the said Moses
should be thereto required. And the said Moses doth aver
in fact that the said goods Wares, and Merchandises so
sold to him the said Moses by him the said John as
above were at the time of the sale and delivery then-
of reasonably worth the sum of two pounds one shilling
and eight pence lawful money that is to say at North-
ampton aforesaid of which the said Moses afterwards to
wit the same day and year at Northampton aforesaid
had notice Nevertheless the said Moses not regarding
his promise aforesaid has not paid the said two pounds 1/8
nor any penny thereof to him the said John altho he
has been by him often thereto requested but he has hitherto
neglected and still doth neglect and refuse to do it to
the damage of the said John six pounds. the P^lt. ap-
pears by Joseph Hawley Esq. his Att^y and the said Moses
being three times publicly called to come into Court doth
not come but makes default of appearance here. there-
fore it is considered by the Court that the said John
do recover against the said Moses two pounds one

Shilling and eight pence lawful money damages and cost
of suit taxed at one pound seventeen shillings and thereof
he may have his Ex. — Ex. is? 6th August 1772. — 189

Aaron Clapp of Southampton in the County of Hamp- (Clapp
shire yeoman Plt. vs. Simon Stevens of Gageborough in
the County of Berkshire yeoman Def. in a plea of Tres- Stevens
pass on the Case for that the said Simon at Springfield No 59
aforesaid on the seventh day of March 1771 by his
Note of that date for value received promised the said Aaron
to pay him the sum of five pounds and four shillings
lawful money by the fifteenth day of May then next
with the lawful Interest for the same sum till paid. Yet
the said Simon tho often requested hath never paid the
contents of the said Note to the said Aaron or any penny
thereof but unjustly neglects and denies to do it to the da-
mage of the said Aaron ten pounds. the Plt. appears by
Caleb Strong Gent. his Att. and the said Simon being
three times publicly called to come into Court doth
not come but makes default of appearance here. there-
fore it is considered by the Court that the said Aaron
do recover against the said Simon five pounds eleven
shillings and five pence two farthings lawful money
damages and cost of suit taxed at two pounds one
shilling and two pence and thereof &c. Ex. is? 27th May 1772. —

Simcon Clapp of Northampton in the County of Hamp- (Clapp
shire Husbandman Plt. vs. Simon Stevens of Gage-
borough in the County of Berkshire yeoman Def. in a } Curdson
plea of Trespass on the Case for that whereas the D. Simon No 60
at Springfield aforesaid on the seventh day of March 1771
by his Note of hand of that date for value received pro-
mised the said Simcon to pay him the sum of ~~five~~
four pounds five shillings and four pence lawful mo-
ney by the fifteenth day of May then next with the
Interest for the same sum untill paid. Yet the D. Simon
tho often requested hath never paid the contents of the D.
Note to the said Simcon or any part thereof but un-
justly neglects and refuses to do it to the damage
of the said Simcon seven pounds. the Plt. appears by
Caleb Strong Gent. his Att. and the said Simon tho three
times publicly called makes default of appearance here —
therefore it is considered by the Court that the said Si-
mcon do recover against the said Simon four pounds ele-
ven shillings and six pence lawful money damages and
cost of suit taxed at two pounds one shilling and two
pence and thereof he may have Ex. Ex. is? 27th May 1772. —

Ebenzer Burt of Springfield in the County of Hampshire (Burt
yeoman Plt. vs Mary Bond junr. of said Springfield } vs
woman and Spinster Def. in a plea of Trespass on the } Bond
the } No 61

Burt
vs
Bond
N^o 61

the Case for that whereas said Ebenezer at said Springfield on the tenth day of May 1770 was possessed of one striped silk womans gown of the value of four pounds one Womans plaid gown of the value of three pounds a Womans dark coloured Ghinex gown of the value of forty Shillings one quilted putticoat of the value of fifty Shillings one short scarlet broadcloth Womans Cloake of the value of thirty shillings and gold Rings of the value of three pounds one louverid of the value of forty Shillings one pair of Womans Stays of the value of forty Shillings, one great spinning Wheel of the value of ten Shillings one sett of Tea table furniture viz six tea dishes & saucers a Sugar Pott Spoon Tray Cream palt & wash Bowl all of burnt China of the value of thirty Shillings all of the Goods and Chattles of the said Ebenezer and his proper Estate and whereas at d^y Springfield afterwards viz the same tenth day of May 1770 the said Ebenezer lamely lost the said several Goods and articles aforesaid out of his possession and the same there afterwards the same day by finding came into the hands and possession of the said Mary who knew the same to be the proper Estate of the said Ebenezer and rightly to belong to him. Yet she never delivered the same to the said Ebenezer tho often thereto requested and particularly on the second day of May instant at d^y Springfield but she then and there utterly refused so to do and then and there all the articles Goods, and Chattles aforesaid to her own proper use converted and disposed to the damage of the said Ebenezer thirty pounds. the Parties come here in their proper persons and defer this action ~~with~~ and all other demands subsisting between them to the final determination and award of Mess^{rs} Wm Scott Nathaniel Brewer and Mubens Bliss or any two of them arbitrators mutually elected and named by the d^y Parties to be made upon the premises and returned into the said Court so soon as may be, and Mary Bond the Elder of the said Springfield widow, also comes into Court and jointly with the said Mary jun^r makes herself a party to the foregoing Rule and the said Ebenezer and the said Mary the Elder then and there also did submit in manner aforesaid to the said Wm Nat^l and Mubens all demands subsisting between them the said Ebenezer and the said Mary the Elder their award to be made and returned as aforesaid, and pray that their said submission may be made a Rule of the said Court. — And the said Parties accordingly have a day before the Lord the thing here untill the last Tuesday of August next following said third Tuesday of May aforesaid.

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Jonathan Bliss of Springfield in the County of Hampshire
Esq. Plt. vs. Thomas Dewey of Westfield in said County yeo- } Bliss Esq.
man Deft. in a plea of the case for that said Thomas at } vs
said Springfield on the thirteenth day of December last } Dewey
past by his Note of that date for value received promised } No 62
one John Worthington to pay him or Order Eleven
pounds thirteen shillings and three pence on demand
with lawful Interest for the same till paid and after-
wards the same day at said Springfield the sd. John
by his Indorsement on the back of the same Note
assigned the same Note to the Plt. and ordered the con-
tents thereof then wholly due and unpaid, to be paid
to said Jonathan of which the said Thomas then and
there Instantly had notice and so became liable to pay
the same to the Plt. and being so liable he the said
Thomas then and there promised the said Jonathan
to pay him the same accordingly on demand. Yet the said
Thomas the often requested hath never paid the same or
any part thereof but unjustly neglects to do it. to the
damage of the said Jonathan fifteen pounds. The Plt. ap-
pears by John Worthington Esq. his Att. and the sd. Tho-
mas being three times publicly called to come into Court
doth not come but makes default of appearance here
therefore it is Considered by the Court that the said Jo-
nathan do recover against the said Thomas Eleven pounds
nineteen shillings and five pence lawful money
damages and Cost of Court taxed at one pound
nine shillings and six pence and thereof &c. —

Jonathan Bliss of Springfield in the County of Hamp- } Idem
shire Esq. Plt. vs. Thomas Dewey of Westfield in sd. County } vs
yeoman Deft. in a plea of the case for that sd. Thomas } Cundem
at said Springfield on the seventh day of January last } No 63
by his Note of that date for value received promised one
John Worthington to pay him or his Order six pounds
seventeen shillings and four pence on demand with
lawful Interest for the same till paid, and afterwards
the same day at said Springfield the said John by his
Indorsement on the back of the same Note assigned the
same Note to said Jonathan and ordered thereby the
contents of the same Note then wholly due and unpaid
to be paid to the Plt. of all which the said Thomas then
and there had notice Instantly and so became liable to
pay the same to the Plt. and said Thomas then and there
in Consideration thereof promised the Plt. to pay him
the same accordingly on demand yet said Thomas the
often requested hath never paid the same or any part
thereof but unjustly neglects it to the damage of the
said Jonathan ten pounds the Plt. appears by John
Worthington Esq. his Att. and the said Thomas being
three times publicly called makes default of appearance here

Bliss Esq. } here therefore it is Considered by the Court that the
Dewey } said Jonathan do recover against the said Thomas
N^o 63 } the sum of seven pounds and five pence lawful mo-
ney damages and cost of Court taxed at one
pound nine Shillings and six pence and thereof.

Dom. Rex. } Whereas on the thirteenth day of December last at West-
as } field in the County of Hampshire Gliphaleit Wher-
Cundem } field of Blansford in said County yeoman and Tho-
N^o 64 } mas Dewey of Westfield in the same County yeoman
appeared before John Ingersoll Esq. one of his Majesty's
Justices of the peace in D. County and acknowledged
themselves to be severally Indebted to our Sovereign
Lord the King in the respective Sums following viz-
the said Gliphaleit as principal in the Sum of ten pounds
and the said Thomas as his Surety in the Sum of ten
pounds to be levied on their goods or Chattels Lands or
Tenements and in want thereof on their bodies to
the use of our Sovereign Lord the King his Heirs or
Successors if default should be made in the performance
of the condition following viz. that if the said Gliphaleit
wherfield should personally appear before the Justices of
our Sovereign Lord the King at his Majesty's Court of
General Sessions of the peace then next to be holden at
Northampton within and for the County of Hampshire
on the second Tuesday of February then next to answer
to all such matters and things as should be objected ag-
ainst him on behalf of our Sovereign Lord the King
and particularly to an Indictment found against him
by the Grand Inquest for said County for his robbing him-
self of the Hair Skin and flesh of one wild Duck and should
do and receive that which by said Court should be then
and there enjoined him and not depart without licence
then the said Magnifiance to be void otherwise not. as
by the said Magnifiance &c And whereas the said Glipha-
leit Wherfield did not make his personal appearance at
at his Majesty's said Court of General Sessions of the peace
holden at D. Northampton within and for the D. Coun-
ty of Hampshire on the second Tuesday of Feb^y last-
but tho he was there three times solemnly called to
appear yet he made default thereof by means whereof
the sums aforesaid are become forfeited to our Sovereign
Lord the King, and he being willing to have the Sums
aforesaid so forfeited and due speedily paid Commanded
the Sheriff of D. County &c
that he should know unto the said Thomas that he
be before the Justices of his Majesty's Inferiour Court of
Common pleas next to be holden at Springfield within
and for the County of Hampshire on the third Tuesday
of May next then and there to shew cause if any he has
wherefore Execution should not be is? against him for the

Sums of ten pounds as aforesaid by him acknowledged ac-
cording to the force form and effect of the Duogmance
aforesaid (if they should think fit) and for the cost of this
suit and further to do and receive all and every thing
which said Court ~~shall~~^{should} then and there consider concern-
ing him in this behalf ~~demanded~~^{demanded} ~~and~~^{and} ~~the~~^{the} ~~thing~~^{thing}
John Worthington Esq. who for our Sovereign Lord the King
in this behalf prosecutes now comes here, but the said
Thomas the three times publicly called to come into Court
doth not come but makes default of appearance here
therefore it is considered by the Court that the said
Lord the King may ^{have} the writ of Execution in due form
of Law made against the said Thomas for the said sum
of ten pounds forfeited as aforesaid and also for the
costs of this suit taxed at one pound ten shillings
and six pence.

John Worthington of Springfield in the County of Hamp-
shire Esq. Plt. vs. David Day of said Springfield yeoman
Def. in a plea of the Case for that said David at said
Springfield on the twenty sixth day of August 1765
by his note of that date for value received promised said
John to pay him thirty one shillings and eight pence
with Interest for the same till paid. and also for that
the said David at said Springfield on the twenty third
day of January 1766 by his other note of that date
for value received promised said John to pay him or his
Order twenty five shillings in three months with In-
terest for the same till paid. yet said David the often
requested hath never paid the sums due by s. notes or
either of them or any part thereof but unjustly neglects
to do it to the damage of the said John seven pounds.
the Plt. appears in his own person and the said David
being three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is
considered by the Court that the said John do recover against
the said David three pounds eighteen shillings and six pence
lawful money damages and cost of suit taxed at one pound
eight shillings and two pence and thereof &c. Ex. 10? 22. Sept. 1772.

Worthington
vs
Day
N^o 65

Edward Blifs of Weston in the County of Worcester yeoman
Plt. vs. Daniel Marsh of Hadley in the County of Hamp-
shire yeoman and only surviving Executor of the last Will and
Testament of Job Marsh formerly of s. Hadley deceased Gent. Def.
in a plea of Covenant broken in that the said Job Marsh
the Testator in his life time viz. on the twentieth day
of June 1745 and in the nineteenth year of the
Reign of King George the second made valid and delivered
to the said Edward the Plt. his Dud Poll of that date in
Court to be produced in which among other things it is

Blifs
vs
Marshs Ex.
N^o 66

Bliss } is witnessed that the said Job in Consideration of the sum
or } of Nine hundred and fourteen pounds ten Shillings of
Marsh's } tenor Bills (so called) of the Province aforesaid (which
N^o 66 } the P^{lt}. says were then of equal value to two hundred
pounds of the present lawful money of this Province)
then paid him by the P^{lt}. did give grant bargain sell
convey and confirm to the P^{lt}. and his heirs forever
the sundry Tracts of Land hereafter mentioned originally
granted by the Inhabitants of the Town of Brookfield
in the County of Worcester to sundry persons respectively
and laid out to them accordingly, and which when ori-
ginally granted surveyed and laid out lay in the South
west Corner of the said Township of Brookfield and at
the time of making the D^{ed} aforesaid and ever since have
been within and part of the Town of Western in s^d. Coun-
ty of Worcester, that is to say one parcel of Land containing
eighty acres laid out as aforesaid to Samuel Porter Esq. for-
merly of said Hadley on the twenty seventh day of Au-
gust 1717 another parcel of Land containing twenty-
four acres adjoining to and lying on the east side of the
aforesaid eighty acres and was laid out to Samuel Porter
on the second day of Novemb^r 1717 Another parcel of Land
containing forty acres formerly belonging to one William
Bigerton and lying at the very South West Corner of
the Original Township of Brookfield and bounding on
the south and West Lines thereof and bounding East-
partly on the beforementioned Land. Also a piece of me-
adow Land containing five acres and twenty one rods
originally granted to one Samuel Davis jun^r. and by
him sold to said Samuel Porter bounded westerly on
meadow Land that was Capt Phillips Goss's and by him
sold to said Samuel Porter and northerly partly on other
meadow Land that was s^d. Davis's also another parcel of
Land being Upland that was laid out to said Goss on
the twenty seventh day of Decemb^r 1721 containing Eigh-
ty five acres. also another Tract of Land laid out at the
same time to said Goss on the north side of the meadow
aforesaid being thirty five acres. also another parcel of
Land of three acres adjoining to the same thirty five acres.
also a parcel of meadow Land containing fourteen acres laid
out to said Goss and lying between the Uplands aforesaid.
also another parcel of meadow Land containing twelve
acres bounding westerly on Land originally laid out to
one Thomas Parsons and northerly, Easterly and South-
erly on Uplands that originally were laid out part to
said Goss and part to one Benjamin Bartlett, for the

more particular boundaries of which several parcels of land and the length and breadth thereof respectively said Job refer to the Original Records of the Surveys thereof in the Records of said Brookfield. to have and to hold the same with the appurtenances to the said Edward his heirs and assigns to his and their own proper use ^{benefit} and behoof forevermore And the said Job Marsh by the same Deed did for himself his heirs Executors and Administrators covenant promise and grant to and with the said Edward that before and untill the sealing of the same Deed he was the true sole proper and lawful owner and possessor of the granted premises with the appurtenances, and that he had in himself good right full power and lawful authority to give grant bargain sell convey and confirm the same as aforesaid and that free and clear and freely and clearly acquitted and discharged and discharged of and from all former and other gifts, Grants, bargains Sales Leases, Mortgages, Wills, Intails, Japitures Dower, Thirds Executions or Incumbrances whatsoever. And that he the said Job his Executors and Administrators would sue and defend the same to the said Edward against the lawful claims and demands of all persons. And the said Edward says that at the time of the sealing of the same Deed or at any other time the said Job was not the true sole proper and lawful owner or possessor of the said granted premises or any part thereof and that said Job never had in himself any power or authority to give grant bargain sell convey and confirm the same or any part thereof to him as aforesaid and that the same was not free and clear and freely and clearly, acquitted and discharged from other gifts and Incumbrances, but that the title and freehold in the premises at the time of the making said Deed was in other persons than the said Job by priority of right and that after his death and after the death of Samuel Marsh late of Hadley deceased who in his life time was Co. Executor with said Daniel of the said last Will and Testament of said Job one Isaac Gleason of S. Western entered upon the aforesaid twenty four acres of land pretending himself to have the rightful possession thereof and claiming the same as his Estate and cut down and carried away the Timber and wood then growing thereon and threw down and destroyed the P^lants and eructed thereon of which the said Daniel was well knowing yet the requested did not defend the same to the P^lt. but suffered the said Isaac to continue the possession thereof and the P^lt. thereby became liable obliged to expend large sums in prosecuting and pursuing sundry actions for

Bliss
vs
Marshs Ex.
N^o 66 } for maintaining his then supposed, rightful possession
of the same lands and for recovering a Ruemence
for the cutting and carrying away of Wood & timber
and for destroying his fence as aforesaid, but for
want of a good Title as aforesaid could not maintain
the same but hath finally lost the same twenty-
four Acres of Land with all his lost Trouble and
expense aforesaid amounting to fifty pounds more
by reason of the said Jobs having no title thereto -
and that he cannot legally hold and enjoy any
part of the before granted premises by the like rea-
sons viz that the said Job had not ^{right} any title thereto
as aforesaid and so the said Job broke his said Cove-
nant and did not keep the same nor did the said
Samuel Marsh and Daniel keep or perform it du-
ring said Samuels life after the death of S. Job nor
hath said Daniel kept or performed it since said
Samuels Death and the breach thereof is aforesaid
is to the damage of the said Edward two thousand
pounds. the Parties appear and the ~~said~~ Debt by Joseph
Hawley Esq. his Att^r. prays that this Action may be
continued that he may have Opportunity to plead
specially. therefore it is considered that the said
Parties have a day before the Lord the thing here
untill the last Tuesday of August next following
said third Tuesday of May aforesaid. —

Phillips
vs
Gains
N^o 67 } Simeon Phillips of Springfield in the County of Hamp-
shire yeoman Plt. vs. Samuel Gains of Springfield afores.
joiner and Seth Miller of said Springfield labourer minors
under the age of twenty one years Defs. in a plea of Tres-
pass for that said Samuel and Seth at said Springfield
on the fourth day of August 1771 with force and Arms
did take and Carry away one brown mare of the said
Simeon three years old of the price of ten pounds &
did then and there ride the same mare so far and so
immoderately over the plains there in extreme heat
that she thereby was melted and languished untill
the thirteenth day of September then next and then
died which taking and riding of Mare was contra-
ry to Law and against the peace of our Lord the-
King and to the damage of the said Simeon twelve
pounds. the Parties appear and the Debt by Jonathan
Bliss Esq. their Att^r. move that this Action may be
continued that they may have Opportunity to plead spe-
cially and the said Parties accordingly have a day-
before the Lord the thing here untill the last Tuesday
of August next following said third Tuesday of May
aforesaid. —

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Martha Greene Gentlewoman Rufus Greene Merchant and Benjamin Greene Merchant all of Boston in the County of Suffolk Plt. vs. Eliphalet Allis of Montague in the County of Hampshire yeoman Deft. in a plea of the Case for that said Eliphalet at said Northampton on the eighteenth day of November 1763 by his Note in writing under his hand of that date for value received promised the said Martha Rufus and Benjamin to pay them twenty pounds six shillings and nine pence lawful money on demand with Interest for the same till paid. Yet said Eliphalet tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Martha Rufus & Benjamin one hundred pounds. the Plt. appear by John Worthington Esq. their att. and the said Eliphalet being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Martha Rufus and Benjamin do recover against the said Eliphalet the sum of £ lawful money damages and Cost of Court taxed at three pounds two shillings and ten pence and thereof they may have Ex. — Ex. is. —

Benjamin Gurney of a place called Number five without the bounds of any Town in the County of Hampshire yeoman Plt. vs. Israel Bailey of Bridgewater in the County of Plymouth yeoman Deft. in a plea of the Case for that the said Israel at Springfield aforesaid on the thirtieth day of October 1770 by his Note for value received promised the said Benjamin to pay him — thirty three pounds six shillings and eight pence of lawful money on the first day of May 1772 to be paid at the dwelling house of the said Israel at and in a place called Bridgewater viz in Springfield aforesaid with lawful Interest therefor till paid. Yet the said Israel tho' often and at the said Israel's dwelling house in Bridgewater aforesaid viz in Springfield aforesaid on the first day of May 1772 and at divers other times there since said first day of May Instant was requested to pay the same sum of money aforesaid together with the Interest thereof according to the tenor of said note but the said Israel there & there refused to pay the same and still refuses to do it to the damage of the said Benjamin fifty pounds. the Plt. appears by Joseph Hawley Esq. his att. and the said Israel tho' three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Benjamin do recover against the said Israel thirty pounds nineteen shillings and one penny one farthing lawful money damages and Cost of Court taxed at three pounds, three shillings and three pence and thereof he may have his Ex. Ex. is? 3. June 1772.

Parks
vs
Allis
No 70 } Elisha Parks of Westfield in the County of Hampshire
Gent. Ptt. vs. Samuel Allis of Murrayfield in S. County
of yeoman Deft. in a plea of The Case for that the S.
Samuel at said Springfield on the first day of March
D 1769 by his Note of that date for value received
promised the said Elisha to pay him or order one
pound eleven shillings and nine pence lawful
money by the last day of September then next ensuing
the date of said also for that the said Samuel at S.
Springfield on the twenty eighth day of February D 1770
by his other Note of that date for value received promised
the said Elisha to pay him or order another sum of
twenty four shillings lawful money within one year
from the date of said Note with lawful Interest from
the time of payment till paid. also for that the S.
Samuel at said Springfield on the last day of March
last past being Justly Indebted to the said Elisha in
the sum of thirty shillings for goods before that time
sold and delivered to him the said Samuel at his request
according to the annexed account he the said Samuel -
then and there in Consideration thereof assumed on
himself and to the said Elisha faithfully promised to
pay him the same on demand. Yet the said Samuel
at the often requested hath never performed any or either
of his aforesaid promises nor anyways satisfied him the
said Elisha the aforesaid sums but unjustly neglects
and refuses to do it to the damage of the said Elisha
nine pounds. the Ptt. appears by Samuel Fowler Gent
his Att. and the said Samuel being three times so-
lemnly called to come into Court doth not come
but makes default of appearance here therefore it is
considered by the Court that the said Elisha do recover
against the said Samuel three pounds eighteen
shillings and six pence lawful money damages and
Cost of Suit taxed at one pound fourteen shillings
and thereof he may have his Ex. Ex. is. 15th June 1772.

Idem
vs
Dewey
No 71 } Elisha Parks of Westfield in the County of Hampshire
Gent. Ptt. vs. Israel Dewey of Great Barrington in the
County of Berkshire yeoman Deft. in a plea of trespass
on the Case for that whereas at Great Barrington in
the County of Berkshire on the last day of July
D 1765 one Aaron Sheldons being justly indebted to
the said Elisha Parks in the sum of five pounds -
three shillings and seven pence and the said Elisha
Parks having commenced an action against S. Aaron
according to Law for the recovery thereof which was
then pending and to be heard and tried at the next
Superiour Court to be holden at Great Barrington aforesaid
on the first Tuesday of September D 1765 the said

Aaron then and there made his promissory Note in writing under his hand in the words and figures following viz, Great Barrington August 22^d. 1765. I Aaron Shelden for value received promise to pay to Elisha Parks five pounds twelve shillings and four pence lawful money with in one month from the date with Interest till paid as witness my hand (Aaron Shelden) which note the sd. Aaron then and there requested the said Elisha Parks to take and discontinue his suit aforesaid against him the said Elisha Parks refused and thereupon the said Israel Duway there afterwards vizt. on the twenty sixth day of August 1765 requested the said Elisha to accept the said Note of sd. Aaron and to discontinue his suit against him and to induce him so to do the said Israel then and there by his own promissory Note in writing under his hand subjoined to the note aforesaid of said Aaron promised the P^lt. that if he would stop (meaning if he would discontinue) his Action (meaning his Action aforesaid) against said Aaron then paying as aforesaid and take the above (meaning the before mentioned Note) for his Surety that if the said Aaron did not pay the contents thereof in Eleven months from the date thereof that he would pay the same himself with the Interest thereof (meaning that he would pay the same in a reasonable time after the expiration of sd. Eleven months) and the said Elisha says that in consideration of and confiding in the promise aforesaid of said Israel he then and there accepted and took the said Note of sd. Aaron as his Surety for his debt aforesaid and discontinued his suit against him of which the said Israel was then and there well knowing and the P^lt. further says that the said Aaron never paid the contents of his said Note in said Eleven months nor to this day, and that from the expiration of said Eleven months the said Israel hath long since had reasonable time to pay the same yet the he knew the same to be unpaid and altho after requested to pay the same has not done it but unjustly neglects it to the damage of the said Elisha eight pounds. the P^lt. appears by Samuel Bowler Gent. his Att^r. and the said Israel the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Elisha do recover against the said Israel four pounds five shillings and ten pence two farthings lawful money Damages and Cost of suit taxed at one pound eighteen shillings and two pence and thereof he may have his Ex. Ex. is. 16th June 1772.

Williams Campbell of Southwiche in the County of Hampshire yeoman P^lt. vs. Elias Willcocks of South-Williams
with aforesaid yeoman Def^t. in a plea of the Case for VP 72

Campbell^{vs} Willcocks
N^o 72 } for that the said Elias at said Springfield on the twenty third day of December last past by his note of that date for value received promised the said William to pay him ten pounds lawful money at or before the first day of January then next ensuing the date of d. note with lawful Interest for the same till paid yet the d. Elias tho' often requested hath never paid the same but unjustly neglects it to the damage of the said William fourteen pounds the Plt. appears by Samuel Fowler Gent. his att^r. and the said Elias being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said William do recover against the said Elias ten pounds five shillings lawful money damages and Cost of Court taxed at one pound twelve shillings and eleven pence and thereof &c. Ex. is? 19th June 1772.

Hessinger^{vs} Sturerson
N^o 73 } Ichiel Hessinger of Westfield in the County of Hampshire yeoman Plt. vs. James Sturerson of Southwick in said County yeoman Def. in a plea of the Case for that the said James at said Springfield on the fourteenth day of February last past by his note of that date for value received promised the said Ichiel to pay and deliver to him five pounds lawful money worth of Merchantable white pine boards to be delivered at the Mill of Daniel Sachet in said Westfield by the fifteenth day of April meaning the fifteenth day of April then next and the d. Ichiel says he has been always ready at d. Mill to receive the same boards, yet the said James tho' often requested hath never delivered said Boards at d. Mill to d. Ichiel nor hath he ever paid the said sum of five pounds to the said Ichiel but unjustly neglects and refuses to do it to the damage of the said Ichiel nine pounds. the Plt appears by Samuel Fowler Gent. his att^r. and the said James tho' three times publicly called makes default of appearance here therefore it is considered by the Court that the said Ichiel do recover against the said James five pounds and six pence two farthings lawful money damages and Cost of Suit taxed at one pound thirteen shillings and four pence and thereof he may have his Execution. — Ex. is? 15th June 1772. —

Chapman^{vs} Dewey
N^o 74 } David Chapman of Southampten in the County of Hampshire Blacksmiths Plt. vs. Thomas Dewey yeoman and Samuel Wheeler yeoman both of Westfield in said County Def. in a plea of the Case for that the said Thomas and Samuel at said Springfield on the last day of March last past being justly indebted to the said David in the sum of four pounds and six pence by book amount to balance the same according to the amount annexed to the Writ they the said —

Thomas and Samuel then and there in Consideration thereof assumed on themselves and to the said David faithfully promised to pay him the same Sum on demand. Also for that the said Thomas and Samuel at Springfield afores. on the same last day of March last past in Consideration that the said David had before that time at the special Instance and request of the said Thomas and Samuel done and performed certain Labour and Services for them (the said Thomas and Samuel according to the acct. to the writ annexed) they the said Thomas and Samuel in Consideration thereof assumed on themselves and to the said David faithfully promised to pay him so much money for s. Labour and Services as he reasonably deserved to have from said Thomas and Samuel. and the said David says he reasonably deserved the sum of six pounds and six pence from s. Thomas and Samuel for the same Labour and Services of which the said Thomas and Samuel there the same day had notice from said David. Yet the said Thomas and Samuel nor either of them have ever paid the same to the Plt. tho often thereto requested but unjustly neglect and refuse to do so to the damage of the said David nine pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the s. Thomas and Samuel being three times solemnly called make default of appearance here therefore it is considered by the Court that the said David do recover against the said Thomas and Samuel four pounds and six pence lawful money damages and cost of Court taxed at one pound sixteen shillings and one penny and now the said Thomas and Samuel by John Phelps Gent. their att. come here and appeal from the Judgment of this Court to the Superior Court of Judicature next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties according to Law for the said Deft. prosecuting this appeal with effect as by the said Recognizance on file may be seen.

Alexander Allen of Windsor in the County of Hartford & Colony of Connecticut Merchant Plt. vs. Thomas Dewey of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Thomas at said Springfield on the last day of March last past being justly indebted to the said Alexander in the sum of Eighteen pounds and ten pence lawful money for sundry Articles of acct. before that time sold and delivered to him the said Thomas according to the acct. annexed to the Writ in Consideration thereof the said Thomas then and there assumed on himself and to the said Alexander faithfully promised to pay him the same on demand, also for that the said Thomas on the same last day of March last past in Consideration that the said Alexander had before that time at the special Instance and request of the said Thomas sold and delivered to him the said Thomas another Hogs-

Allen
vs
Dewey
No 75

Abblen }
vs }
Duney }
N^o 75 } Hogthead of good Molasses containing one hundred and
fifteen Gallons and three hundred weight of good Sugar
the said Thomas did thereon take upon himself and to
the said Alexander then and there faithfully promised
that he the said Thomas would likewise well and truly
pay and content him the said Alexander when he should
afterwards be thereto required so much money as the d.
Hogthead of Molasses and Sugar were reasonably worth
at the said time of Sale and delivery, and the said Alexander
says that the Hogthead of Molasses and Sugar last mention-
ed were reasonably worth the further Sum of Eighteen
pounds and ten pence at the said time of Sale and de-
livery of which the said Thomas had notice from d. Alex-
ander. Yet the said Thomas tho often requested hath never
performed either of his aforesaid promises to the P^t. but
unjustly neglects and refuses to do it to the damage of the
said Alexander twenty pounds. the P^t. appears by Samuel
Fowler Gent his att^r. and the said Thomas being three times
publicly called makes default of appearance here therefore it is
considered by the Court that the said Alexander do recover
against the said Thomas Eighteen pounds and ten pence
lawful money damages and Cost of Court taxed at one
pound fourteen Shillings and six pence. After all which
the said Thomas by John Phelps Gent his att^r. comes here
and appeals from the Judgment of this Court to the Superior
Court of Judicature or next to be holden at Springfield within
the County of Hampshire and for the Countess of Hamp-
shire and Berkshire on the fourth Tuesday of September next
and he recognises with Sureties as the Law directs for the
said Thomas prosecuting his said appeal with effect as by
the said Recognizance on file appears.

Mann }
vs }
Bolton }
N^o 76 } William Mann late of Murrayfield in the County of
Hampshire yeoman P^t. vs. David Bolton of Murrayfield
aforesaid yeoman D^{ft}. in a plea of the Case for that the
said David at said Springfield on the seventh day of Nov-
ember last past by his note of that date for value-
received promised the said William to pay him or his Or-
der six pounds nine Shillings and two pence lawful mo-
ney by the first day of May then next with lawful
Interest for the same till paid. Yet the said David tho of-
ten requested hath never paid the same or any part thereof
but unjustly neglects to do it to the damage of the d. William
nine pounds. the P^t. appears by Samuel Fowler Gent.
his att^r. and the said David tho three times publicly-
called makes default of appearance here therefore it is con-
sidered by the Court that the said William do recover a-
gainst the said David six pounds thirteen Shillings and
four pence lawful money damages and Cost of Suit
taxed at two pounds one Shilling and six pence and
thereof he may have his Ex. Ex. it^o. Aug^t. 29th 1772.

Seth Field of Northfield in the County of Hampshire
Plt. vs. Silas Town of Warwick in said County yeoman
Deft. in a plea of the Case for that said Silas at North-
field aforesaid on the Eleventh day of May 1778 by
his note of that date for value received promised the said
Seth to pay him or order seven pounds thirteen shil-
lings and nine pence lawful money on demand with
lawful Interest till paid. yet the said Silas hath never
paid the same or any part thereof altho often requested
thereto but neglects to do it to the damage of the said Seth
twelve pounds, the Plt. appears by Samuel Field Gent. his
att. and the said Silas being three times solemnly called
to come into Court doth not appear therefore it is Con-
sidered by the Court that the said Seth do recover against
the said Silas Nine pounds ten Shillings lawful
money damages and Cost of Suit taxed at two pounds
eight Shillings and ten pence and thereof he may
have his Executions. Ex. is. July 10th 1772.

Amzi Childs of Dursfield in the County of Hampshire
yeoman Plt. vs. Phineas Munn of Dursfield aforesaid
yeoman Deft. in a plea of the Case for that the said Phineas
at said Dursfield on the twelfth day of Feb^y. 1777
by his note of that date for value received promised the
Amzi to pay him two pounds and eighteen Shillings
on demand with Interest for the same untill paid &
yet the said Phineas tho after thereto requested hath
never paid the Contents of said note to the said Amzi
but he unjustly neglects and refuses to do it to the damage
of the said Amzi four pounds, the Plt. appears by Samuel
Field Gent. his att. and the Deft. being out of the Pro-
vince ^{the Court is of the opinion that} the said Parties have a further day before the Lord
the thing here untill the last Tuesday of August next af-
ter said third Tuesday of May aforesaid.

David Field of Dursfield in the County of Hampshire Gent.
Plt. vs. John Wood late of Shelburne in the County of
Hampshire aforesaid Blacksmith Deft. in a plea of the
Case for that the said John at said Dursfield on the last
day of January last past was fully indebted to the said
David in the sum of two pounds sixteen Shillings
and eight pence lawful money on Ac^t. to balance Book
Ac^t. according to the account to the Writ annexed, and
the said John then and there in Considerations thereof
promised on himself and to the said David faithfully pro-
mised to pay him the same sum of two pounds sixteen
Shillings and eight pence on demand. yet the said John
tho after thereto requested hath never paid the same nor any
part thereof but he unjustly neglects to do it to the damage
of the said David four pounds, the Plt. appears by Samuel
Field Gent his att. and the said John being three times
publicly called makes default of appearance here there-

Childs
vs
Munn
No 78

Field
vs
Wood
No 79

Field
vs
Wood
N^o 79 } Therefore it is considered by the Court that the said David
do recover against the said John two pounds Twentyn
Shillings and eight pence lawful money damages and
Costs of Suit taxed at two pounds two Shillings and
one penny and thereof &c. Ex. is? 26th May 1772. —

Dewey
vs
Nobles
N^o 80 } Thomas Dewey of Westfield in the County of Hampshire
yeoman Plt. vs. Asa Nobles of Westfield aforesaid Gent.
Def. in a plea of the Case for that said Asa at P. Spring
field on the twenty first day of May 1765 by his Note
of that date for value received promised said Thomas
to pay him two pounds eight Shillings and two pence
on demand with use meaning lawful Interest for the
same till paid. Yet said Asa the often required hath
never paid the same or any part thereof but unjustly
refused to do it to the damage of the said Thomas nine
pounds. the Plt. appears by John Worthington Esq. his
att? and the said Asa being three times solemnly called
to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court
that the said Thomas do recover against the said Asa -
four pounds two Shillings and seven pence lawful -
money damages and Cost of Court taxed at one pound
Eleven Shillings and four pence and thereof he may -
have his Execution. Ex. is? 3^d August 1772. —

Fuller
vs
Smalldge
N^o 81 } Hesehiah Fuller of South Brimfield in the County of
Hampshire yeoman Plt. vs. Joseph Smalldge yeoman of
South Brimfield aforesaid Def. in a plea of Trepass for -
that the said Joseph at Brimfield in said County on the
Eighteenth day of Novemb^r last past with force and Arms
assaulted the said Hesehiah then being in the name of our
Lord the King and about his lawful business and him
the said Hesehiah the said Joseph did then and there beat
wound abuse take and imprison and him under the im-
prisonment aforesaid there for a long time viz for the
space of thirty hours without any reasonable or lawful
cause did against Law keep and detain. Also for that s^d.
Joseph at said Brimfield on the twenty first day of the
same Novemb^r with force and Arms made another assault
on the said Hesehiah and him then and there again
did beat and abused and took and imprisoned him
and carried him by force and against his will from -
place to place for the length of twenty miles and him
under the duress and imprisonment aforesaid against
law kept and detained for the space of thirty hours
more and many other Excesses and outrages a-
gainst him then and there committed Contrary to Law
and against the name of our Lord the King and to
the damage of the said Hesehiah twenty pounds —

the Plt. appears by John Worthington Esq. his Att^r. and the said Joseph by Joseph Hawley Esq. his Att^r. comes and defends &c. and as to the first Count in the Writ says that he is not guilty in manner and form as in the Writ against him is alleged and thereof puts himself on the Country, and as to the second Count in the same Writ reserving liberty to give such special matter in Evidence under the general Issue which ought have been specially pleaded says that of the matters in the said second Count alleged he is not guilty in manner and form as is therein declared against him and thereof puts himself on the Country. And the Plt. agreeing to the Def^ts. reservation aforesaid does likewise. — Thereupon the Jurors of the Jury agreeable to the form and effect of the Statutes in this Case made and provided now at this time returned and Impannelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their Oaths that the Def^t. is guilty of the matters alleged in the first Count in the plain tiff Writ and assess Damages to four pounds. and as to the second Count in the same Writ the Jury find that the Def^t. is not guilty. Therefore it is considered by the Court that the said Merchants do recover against the said Joseph four pounds lawful money damages and Cost of Court taxed at five pounds two shillings and two pence and thereof &c. Ex. is? 30th May 1772.

James Patrick of Springfield in the County of Hampshire (Patrick
yeoman Plt. vs. Timothy Burr of Granby in D. County
yeoman Def^t. in a plea of the Case for that D. Timothy Burr
at said Springfield on the ninth day of Novemb^r. 1771. by
his Note of that date for value reciev^d. promised the
said James to pay him sixteen pounds and nine pence
lawful money within Eighteen months from the date of
said Note with use (meaning lawful Interest for the same)
till paid. yet said Timothy tho often requested hath never
paid the same or any part thereof but unjustly neglected it
to the damage of the said James twenty pounds. the Plt.
appears by John Worthington Esq. his Att^r. and the said
Timothy being three times solemnly called makes default
of appearance here. Therefore it is considered by the Court
that the said James do recover against the said Timothy
Eighteen pounds nine shillings and seven pence lawful
money damages and Cost of Suit taxed at one pound
nine shillings and eight pence and thereof he may
have his Execution Ex. is? 5th Septemb^r. 1772.

Nathaniel Taggart of Blanford in the County of Hamp^r. (Taggart
shire yeoman App^t. vs David Connaghy of said Blanford Connaghy
yeoman Appl^r. from the Judgment of Moses Bliss Esq. No 89

Jaggart
vs
Gonaghy
Nº 3

Esq. one of his Majesty's Justices Justices of the peace for
the County of Hampshire at a Tryal before him at his
dwelling House in Springfield on Monday the twenty-
third day of March in the twelfth year of his Majesty's
reign 1772 wherein the said David was Plt. and the
said Nathaniel Deft. in a plea that said Nathaniel render
to the said David who sues as well for said poor as for himself
the sum of forty Shillings which to him he owes and from
him unjustly detains for this that said Nathaniel at said
Blanford on the third day of Feby 1771 did admit and
receive into his dwelling house in said Blanford in which
he then and hath yet since lived one Grace Phelps a
poor girl a transient person and not an Inhabitant of
said Blanford to live with him the said Nathaniel and
that from the time of receiving said girl as aforesaid for
the space of thirty days then next following, the said Nathaniel
did entertain the same poor girl in his dwelling-
house aforesaid and did not during all that time that
any time in writing under his hand give an account
to any one or more of the select men of S. Blanford or
to the Town Clerk of S. Town of said girl so received and en-
tertained by him as aforesaid nor of the time she first re-
ceived her or of the place from whence she then last came
nor of her circumstances so far as he could not wholly
neglect it against the forms of one Law of this Province
in such parts provided whereby the said Nathaniel hath for-
feited the said sum of forty Shillings and Actions hath
accrued to said David who sues as well for the said poor as
for himself to demand and have the same for himself
and for said poor. Yet said Nathaniel the offers requested
thereto hath never paid the same but denies to do it to the
damage of the said David suing as aforesaid forty Shillings
the said parties appeared in their proper persons and the
said Nathaniel defended and pleaded and said he did not
owe the said David the said sum of forty Shillings or
any part thereof in manner and form as the said David
in his declaration against him complains and of this puts
himself on the Tryal of said Justice, and the Plt. likewise
did the same, whereupon the said Parties were fully heard
with their respective allegations and proofs and the Cause
was continued to Monday the thirtieth day of S. March
at which time the Parties appeared to wit the Plt. by
Wm. Scott Gent. his Att. and the Deft by Jonathan Blip Esq.
his Att. and the premises being over and understood
by the said Justice and mature deliberations thereupon
had it was considered by said Justice that said David
should recover against the said Nathaniel S. sum of
forty Shillings for himself and said poor and Costs of

Suit from which Judgment the said Nathaniel appeals to this Court &c. the Parties appear and upon their original plea put themselves on the Country thereupon the Jurors of the Jury agreeable to the form and effect of the Statute in this Case provided now at this time returned and impanelled being demanded likewise come who to say the truths concerning the premises being duly sworn declare upon their Oaths that they find for the said Nathaniel Appell. reversal of the former Judgment and Cost of Suit. Therefore it is Considered by the Court that the said Nathaniel do recover against the said David Costs of Suit tax'd at.

Bildad Fowler of Westfield in the County of Hampshire (Fowler
yeoman Plt. vs. Israel Loomis of Southwicks in S. County
ty yeoman Def. in a plea of the Case for that the said Loomis
Israel at said Springfield on the twenty second day of May
1771 by his Note for value received promised the said Bildad
to pay him on Order four pounds ten Shillings &
nine pence lawful money within four months from
that time with Interest till paid, yet the said Israel the
that time is elapsed and the often requested hath not paid
the same Sum nor the Interest of it but he neglects to do
it to the damage of the said Bildad nine pounds. the Plt.
appears by Moses Bliss Esq. his Att. and the said Israel be-
ing three times publicly called to come into Court doth
not come but makes default of appearance here therefore it
is Considered by the Court that the said Bildad do recover
against the said Israel four pounds sixteen Shillings and
one penny two farthings lawful money damages and Costs
of Court tax'd at one pound eleven Shillings and ten pence
and thereof he may have Ex. - Ex. is. 7th July 1772. -

Bildad Fowler of Westfield in the County of Hampshire (Idem
yeoman Plt. vs. John Barber junr. of Springfield in S. County
ty yeoman Def. in a plea of the Case for that the said John Barber
on the sixth day of February 1771 at said Springfield by his
note for value reciev. promised the Plt. to pay him fourteen
pounds four Shillings and one penny lawful money
on demand with us meaning lawful Interest for the same
till paid yet the said John the often requested hath not paid
the same Sum or the Interest of it but he refuses and neg-
lects to do it to the damage of the said Bildad twenty pounds
the Plt. appears by Moses Bliss Esq. his Att. and the said John
the three times solemnly called to come into Court doth
not come but makes default of appearance here there-
fore it is Considered by the Court that the said Bildad
do recover against the said John fifteen pounds six Shillings
and two penny two farthings lawful money damages &
Cost of Suit tax'd at one pound ten Shillings and thereof
he may have his Execution. - Ex. is. 7th July 1772.

I dem
vs
Leonard
No 86

Bildad Fowler of Wistfield in the County of Hampshire
yeoman Plt. vs. Elijah Leonard yeoman and Samuel Stock-
well yeoman both of Springfield in s^d County of Hamp-
shire Deft. in a plea of the Case for that the s^d Elijah &
Samuel on the twenty seventh day of August last past
at Springfield aforesaid by their note for value reciev^d pro-
mised the said Bildad to pay him or Order Eleven pounds
nine Shillings and seven pence lawful money on demand
with lawful Interest till paid. Yet the said Elijah and
Samuel the often requested have not paid the same Sum
or the Interest of it nor has either of them done it but
they neglect and refuse to do it to the damage of the said
Bildad sixteen pounds. the Plt. appears by Moses Bliss
Esq. his Att^r and the said Elijah and Samuel being three
times solemnly called make default of appearance here
therefore it is Considered by the Court that the s^d Bildad
do recover against the said Elijah and Samuel Eleven
pounds nineteen Shillings and nine pence one farthing
lawful money damages and Cost of Court taxed at one
pound twelve Shillings and ten pence and thereof he
may have his Execution. — Ex. is. 7th July 1772. —

I dem
vs
Simons
No 87

Bildad Fowler of Wistfield in the County of Hamp-
shire yeoman Plt. vs. Timothy Simons yeoman and
Timothy Simons jun^r yeoman both of Blanford in s^d
County of Hampshire Deft. in a plea of the Case for
that the said Timothy Simons and Timothy Simons jun^r
at said Springfield on the thirtieth day of April last past by
their Note under their hands for value reciev^d promised
the Plt. to pay him or Order sixteen pounds fifteen Shil-
lings and seven pence lawful money by the first day
of December then next with Interest for the same till paid
yet the said Deft. the that time is elapsed and the often re-
quested have not paid the same Sum nor the Interest of
it nor has either of them done it but they neglect it to the
damage of the said Bildad twenty five pounds. the Plt. ap-
pears by Moses Bliss Esq. his Att^r and the said Timothy
and Timothy jun^r being three times publicly called make
default of appearance here — therefore it is Considered by the
Court that the said Bildad do recover against the s^d Timothy
and Timothy jun^r Seventeen pounds Seventeen Shilling
lawful money damages and Cost of Suit taxed at one
pound fifteen Shillings and four pence and thereof he
may have his Execution — Ex. is. 7th July 1772. —

Wakefield
vs
Moulton
No 89

Walther Wakefield of South Brimsfield in the County of
Hampshire yeoman Plt. vs Samuel Moulton of said
South Brimsfield yeoman Deft. in a plea of the Case for
that said Samuel at Springfield aforesaid on the twenty

fifth day of April last past was Justly Indebted to said Walker in the sum of three pounds five Shillings lawful money for three hundred and twenty five Bushells of Charcoal before that time there sold and delivered by D. Walker to said Samuel at the special Instance and request of said Samuel and in Consideration thereof said Samuel then and there assumed on himself and to said Walker faithfully promised to pay him the same on demand, and also for that D. Samuel there afterwards viz on the same twenty fifth day of April was Justly indebted to said Walker in the other sum of three pounds two Shillings and eight pence lawful money for sundry articles of Account other than the Charcoal aforesaid to balance ^{quit} according to the acct. annexed to the writ and in Consideration thereof D. Samuel ^{then and there} assumed on himself and to said Walker faithfully promised to pay him the same sum on demand. Yet said Samuel the often requested hath never paid either of the sums aforesaid or any part thereof but unjustly neglects it to the damage of the said Walker nine pounds. The Ptt. appears by Joshua Upham Esq his att^r. and the said Samuel the three times solemnly called to come into Court doth not come ~~into~~ but makes default of appearance here therefore it is considered by the Court that the said Walker do recover against the said Samuel three pounds two Shillings and eight pence lawful money damages and cost of Court taxed at two pounds and ten pence and thereof he may have his Execution

Ex. is. 6th August 1772.

Aaron Howe of Conway in the County of Hampshire Smith, Ptt. vs. Adoniram Bartlett of Conway aforesaid yeoman Deft. in a plea of the Case, for that the said Adoniram at Conway aforesaid on the twenty third day of March A 1772 by his note for value received promised the said Aaron to pay to him or his Order the sum of one pound one Shilling and less pence with the lawful Interest of the same sum till paid. And also for that the said Adoniram at Conway aforesaid on the twelfth day of August 1771 by his other note for value received promised the said Aaron to pay him the sum of two pounds three Shillings and eight pence lawful money within two months after the date of said Note with Interest till paid yet the said Adoniram the often requested has not performed his promise made as above mentioned but has neglected and still neglects to do it to the damage of the said Aaron three pounds the Ptt. appears by William Billings Esq. his att^r. and the said Adoniram being three times publicly called to come into Court doth not come but makes default of appear-

Howe
vs
Bartlett
N^o 90

Howe
vs
Bartlett
No 90 } appearance here therefore it is considered by the Court that
the said Aaron do recover against the said Adoniram two
pounds four shillings and eleven pence one farthing
lawful money damages and cost of Court taxed at two
pounds two shillings and six pence and thereof he
may have his execution. — Ex. is. 19th Septemb. 1772. —

Pike
vs
Sprague
No 91 } Leonard Pike of Ashfield in the County of Hampshire
yeoman Plt. vs. Ebenezer Sprague late of Ashfield aforesaid
yeoman Deft. in a plea of the Case for that the said Ebenezer
at Ashfield aforesaid on the sixth day of July 1770 by his
note for value received promised the said Leonard to pay
to him or his Order two pounds ten shillings by Novemb^r
next (meaning by the first day of Novemb^r then next) with
the lawful Interest of the same Sum till paid. Yet the s^d
Ebenezer the often thereto requested hath not paid s^d Sum
but refuses to do it to the damage of the said Leonard four
pounds. the Plt. appears by William Billings ^{gent} his
att^r and the said Ebenezer being three times solemnly
called to come into Court doth not come but makes de-
fault of appearance here therefore it is considered by the
Court that the said Leonard do recover against the s^d Ebe-
nezer two pounds sixteen shillings and nine pence law-
ful money damages and cost of Court taxed at two pounds
five shillings and thereof &c. Ex. is. July 21st 1772. —

Amos
vs
Bartlett
No 92 } John Amos of Deerfield in the County of Hampshire
husbandman Plt. vs. Adoniram Bartlett of Conway in s^d
County yeoman Deft. in a plea of the Case for that the
said Adoniram at Deerfield aforesaid on the twenty fourth
day of June 1769 by his note for value received promised
the said John to pay to him or his Order six pounds
on demand with the lawful Interest of the same Sum till
paid. Yet the said Adoniram the often requested has not
paid said Sum nor the Interest thereof but neglects to do
it to the damage of the said John eight pounds the Plt.
appears by William Billings ^{gent} his att^r and the said
Adoniram the three times publicly called to come into
Court doth not come but makes default of appearance
here therefore it is considered by the Court that the s^d
John do recover against the said Adoniram four pounds
one shilling and one penny two farthings lawful money
damages and cost of Suit taxed at two pounds one shil-
ling and thereof may have Ex. — Ex. is. 9th July 1772. —

Billings
vs
Crosher
No 93 } Fellows Billings of Sunderland in the County of
Hampshire Gent. Plt. vs. John Crosher of Shutebury
in said County yeoman Deft. in a plea of the Case
for that the said John at Sunderland aforesaid on the

second day of December 1771 by his Note of that date for value received. promised the said Fellows to pay to him or Order the Sum of nine pounds ten Shillings lawful money by the first day of May then next with the lawful Interest of the same Sum till paid. Yet the said John the often requested has not paid said Sum nor the Interest thereof but neglects to do it to the damage of the said Fellows twelve pounds. the Plt. appears by William Billings ^{Gent.} his att. and the said John the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Fellows do recover against the said John ten pounds sixteen Shillings and two pence one farthing lawful money damages and Cost of Court taxed at two pounds and four pence and thereof &c. Ex. is? 5th Septemb^r 1772

Israel Williams jun^r of Hatfield in the County of Hampshire Shopkeeper Plt. vs. Joseph Mitchell of Hatfield in the County aforesaid yeoman Deft. in a plea of the Case for that the said Joseph at Hatfield aforesaid on the last day of June last past in consideration that the said Israel before that time had of the Special Instance and request of him the said Joseph sold and delivered to him the said Joseph divers Goods, Wares, and Merchandises agreeable to the Schedule to the Writ annexed he the said Joseph on the day aforesaid at Hatfield aforesaid undertook and to the said Israel ^{they and there} promised that he the said Joseph would pay to the said Israel such a Sum of money as the Goods &c. above mentioned were worth at the time of the sale and delivery thereof when he the said Joseph should be afterwards therunto required and the said Israel in fact saith that the Goods, Wares, and merchandises last mentioned so sold and delivered to the said Joseph were reasonably worth at the time of the sale and delivery thereof the sum of two pounds two Shillings and one penny three farthings lawful money whereof the said Joseph at Hatfield aforesaid had Notice yet D. Joseph the often requested has not paid said Sum but refuses to do it to the damage of the said Israel three pounds. the Plt. appears by William Billings ^{Gent.} his att. and the said Joseph the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Israel do recover against the said Joseph two pounds two Shillings and one penny three farthings lawful money damages and Cost of Suit taxed one pound 10/0 and thereof &c. Ex. is? 5th Septemb^r 1772.

William Billings of Sunderland in the County of Hampshire Gent. Plt. vs. Joel Graves of Sunderland yeoman and James Wilde Labourer of Colrain both in D. County of

Williams
vs
Mitchel
No 94

Billings
vs
Wilde et al.
No. 95

Billings
vs
Wilde et al.
No 95

of Hampshire Defts in a plea of the Case for that the d^r Joel and James at Sunderland aforesaid on the eighth day of March 1770 by their Note for value received jointly and severally promised the said William to pay to him or Order seven pounds nine shillings and one penny on demand with the lawful Interest of the same Sum till paid. Yet the said Joel and James nor either of them the often requested have paid d. Sum but wholly neglect to do it to the damage of the said William nine pounds. the Plt. appears in his own proper person and the said Joel and James being three times solemnly called make default of appearance here therefore it is Considered by the Court that the said William do recover against the said Joel and James seven pounds nineteen shillings and five pence one farthing lawful money damages and Cost of Suit taxed at one pound nineteen shillings and ten pence, after all which the said Joel and James by Jonathan Whaley Esq. their att^r. come here and appeal from the Judgment of this Court to the Superior Court of Judicature &c. next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb^r. next and he recognises with Sureties as the Law directs for the said Deft^s. prosecuting their said Appeal with effect as by the said Recognizance on file appears.

Marshal
Wilde
No 96

Isaac Marshal of Sunderland in the County of Hampshire yeoman Plt. vs. James Wilde of Colcairn is d. County yeoman Deft. in a plea of the Case for that the d^r James at Sunderland aforesaid on the twenty first day of July 1769 by his note for value received promised the d^r Isaac to pay him six pounds two shillings and four pence at or before the first day of March then next with the lawful Interest of the same Sum till paid. Yet the d^r James the often requested thereto hath not paid said Sum but wholly denies to do it to the damage of the said Isaac eight pounds. the Plt. appears by William Billings Esq. his att^r. and the said James being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Isaac do recover against the said James lawful money damages and Cost of Suit taxed at two pounds and six pence. and now the said James by Jonathan Whaley Esq. his att^r. comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c. next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb^r. next and he recognises with Sureties as the Law directs for the said James prosecuting his said Appeal with effect as by d. Recognizance on file appears.

Israel Duwey of Westfield in the County of Hampshire yeoman P'tt. vs. Thomas Duwey of said Westfield yeoman Def't. in a plea that the said Thomas render to the said Israel one hundred and forty pounds lawful money which to him he owes and from him unjustly detains and when he says that at D. Springfield on the twenty ninth day of April 1771 and in the Eleventh year of his Majesty's reign the said Thomas by his bond under his hand and seal of that date in Court to be produced bound and obliged himself to the said Israel in the sum of one hundred and forty pounds lawful money to be paid him on demand yet the said Thomas tho often thereto requested hath never paid the same or any penny thereof but he wholly denies to do it to the damage of the said Israel one hundred and forty pounds. The Par- ties appear by their respective att^{ys} viz the said Israel by John Phelps Gent. his att^y and the said Thomas by Joseph Hawley Esq. his att^y and refer this action and every demand that may now be made relating to the Bond or it or relating thereto if this submission had not been made, to Doct^r Samuel Mather of Westfield, Deacon John Leonard of Springfield, and Capt. William Shepard of Westfield or any two of them, arbitrators mutually elected by the said Parties their award to be made and returned to this Court as soon as may be and to be final &c and the said Parties have a day before the Lord the thing here accordingly untill the last Tuesday of August next following said third Tuesday of May aforesaid.

James Clark of Murrayfield in the County of Hampshire Gent^l P'tt. vs. Elijah Leonard of Springfield in D. County yeoman Def't. in a plea of the Case for that the said Elijah at said Springfield on the tenth day of Decemb^r last past by his note of that date for value rec'd. promised the said James to pay him six pounds and ten shillings by the twentieth day of March then next ensuing the date of D. Note with lawful Interest for the same from the time of payment untill paid yet the said Elijah tho often thereto requested hath never paid the same to the P'tt. but unjustly neglects to do it to the damage of the said James nine pounds. the P'tt. appears by Samuel Fowler Gent. his att^y and the said Elijah being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said James do recover against the said Elijah five pounds five shillings and eight pence ^{of one farthing} lawful money damages and Cost of Court taxed at one pound fifteen shillings and eight pence and thereof &c. Ex. is. 13th June 1772. —

Joseph Ashley the second of Springfield in the County of Hampshire yeoman P'tt. vs. Joshua Converse of Converse

Ashley 2.
vs
Converse
N^o 99 } of Cambridge in the County of Middlesex Vindictor Deft
in a plea of the Case for that the said Joshua at Spring-
field aforesaid on the fifteenth day of March last past by
his note under his hand for value received promised
the said Joseph to pay him or Order five pounds one
shilling and one penny lawful money on demand
yet the said Joshua the after requested hath not paid the
same nor any part of it but he neglects and refuses to do
it to the damage of the said Joseph seven pounds. the
Plt. appears by Jonathan Bliss Esq. his att^y and the said
Joshua being three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Joseph do recover against the said Joshua five
pounds one shilling and one penny lawful money
damages and Cost of Court taxed at two pounds six
shillings and thereof he may have his Ex. - Ex. is: 11th Feb^r 1772.

Church
vs
Munger
N^o 100 } Moses Church of Springfield in the County of Hamp-
shire yeoman Plt. vs. Eleazhar Munger of South Brims-
field in said County yeoman Deft. in a plea of the Case
for that the said Eleazhar on the fifteenth day of Decemb^r
1767 at Springfield aforesaid by his note under his hand
for value received promised the said Moses to pay him thirty-
six shillings lawful money by the fifteenth day of May
then next ensuing. also for that the said Eleazhar there after-
wards on the same fifteenth day of Decemb^r in the same year
by his other note under his hand for value received pro-
mised the said Moses to pay him another sum of thirty-
six shillings like money by the said fifteenth day of May
aforesaid. yet the said Eleazhar the that time is elapsed &
the after requested hath not paid the several sums aforesaid.
neither of them but he neglects and refuses to do it to the
damage of the said Moses seven pounds. the Plt. appears
by Jonathan Bliss Esq. his att^y and the said Eleazhar
being three times solemnly called makes default of ap-
pearance here therefore it is considered by the Court that
the said Moses do recover against the said Eleazhar four-
pounds nine shillings and four pence lawful money
damages and Cost of Court taxed at one pound twelve
shillings and two pence and thereof Ex. is: 25th May 1772.

Idem
vs
Hale
N^o 101 } Moses Church of Springfield in the County of Hampshire
yeoman Plt. vs. Ezekiel Hale of Granville in the County
aforesaid yeoman Deft. in a plea of the Case for that -
whereas at S^t. Springfield on the sixth day of May 1767
the said Ezekiel received of the said Moses one Cow of the
price of four pounds to be kept by said Ezekiel for the
term of three years and then to be returned and restored
to the said Moses pregnant or with a sucking calf and
also the first calf said Cow should have after the de-
livery thereof as aforesaid to be rendered and delivered to

said Moses at the expiration of the said Term he the said
 Ezechiel then and there in consideration thereof assumed
 on himself and to the said Moses faithfully promised
 that he the said Ezechiel would well and truly return
 restore and deliver the same Cow to the said Moses at
 the expiration of said Term of three years and would
 also then deliver and render to said Moses the first
 calf said Cow should have or bear, and would also in
 the mean time well and sufficiently keep and provide
 for the same Cow and calf and also that the said Eze-
 chiel would cause the said Cow to be pregnant and with
 to said Moses as aforesaid or in case the said Cow should not
 then be with calf, that then he would deliver him one
 other calf a suckling by the same Cow, and the said
 Moses in fact saith that the Cow aforesaid after the
 said sixth day of May aforesaid before the expiration of
 the said Term of three years did bear and bring forth one
 calf which was then and there of the price of another
 sum of four pounds and that he hath always been ready
 to receive the Cow aforesaid and the calf last aforesaid yet
 the said Ezechiel tho the said Term of three years is elapsed
 and tho often requested hath never returned or
 redelivered the Cow aforesaid to the said Moses nor has he
 delivered to him the calf aforesaid nor any ways fulfilled
 his promise aforesaid but neglects and refuses to do it
 also for that whereas the said Ezechiel there afterwards on
 the said sixth day of May aforesaid in the year aforesaid
 in consideration that the said Moses would at the spe-
 cial Instance and request of the said Ezechiel deliver
 to him the said Ezechiel one other Cow of the said Moses
 to be by him the said Ezechiel kept for the Term of three
 years and then to be returned and delivered to said Moses
 together with a suckling calf by her in case the same
 Cow should not then be pregnant and also the first
 calf the same Cow should within the Term aforesaid bear
 and bring forth to be rendered and delivered to said Moses
 by said Ezechiel at the expiration of the Term aforesaid
 and in the mean time the said Cow last mentioned and
 said calf from her first proaduct to be well and suffi-
 ciently kept and provided for by said Ezechiel, assumed
 on himself and he the said Ezechiel then and there in
 consideration thereof faithfully promised the said Moses
 that he the said Ezechiel would at the expiration of the
 said Term of three years return and deliver to said Moses
 the same Cow together with a suckling calf by her
 in case that the same Cow should not then be preg-
 nant and also would at the expiration of said Term
 render and deliver to said Moses the first calf which
 the same Cow should within that time bear and bring
 forth and also that he would during the Term aforesaid
 well and sufficiently keep and provide for the Cow

Church
vs
Hale
No 101

Cow last aforesaid and the said first calf she should bring forth as aforesaid altho ~~unto~~ the said Moses giving credit to the said last mentioned promise and assumption of the said Ezekiel so made in form aforesaid afterwards on the same sixth day of May in the year afores. at Springfield aforesaid delivered to the said Ezekiel the Cow last aforesaid of the price of another sum of four pounds for the purpose aforesaid and altho the same Cow did there afterwards and before the expiration of the said Term of three years bear and bring forth one calf of the price of another sum of four pounds which said Cow and calf the Ptt. saith he has always been ready to receive nevertheless the said Ezekiel tho the time aforesaid is long since elapsed and tho often there to requested hath never returned or redelivered the same Cow to the Ptt. in the conditions aforesaid or in any state or condition nor has he rendered or delivered to said Moses the said calf from the same Cow first born and brought forth as aforesaid nor has he any ways fulfilled his several assumptions and promises aforesaid or either of them but he neglects and refuses to do it to the damage of the said Moses nine pounds. the Ptt. appears by Jonathan Phelps Esq. his Att. and the s. Ezekiel being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Moses do recover against the said Ezekiel three pounds ten shillings lawful money damages and costs of Court taxed at one pound ten shillings and two pence and thereof may have his £2. - £2. is 16th June 1772.

Hierlehy
vs
Nash
No 103

Timothy Hierlehy of Middletown in the County of Hartford and Colony of Connecticut Gent. Ptt. vs. James Nash of Springfield in the County of Hampshire yeoman Debt in a plea of the Case for that the said James on the twelfth day of Octob^r. last past at Springfield aforesaid by his Not. under his hand of that date for value received promised the Ptt. to pay him Eleven pounds three shillings and ten pence lawful money in six months after the date aforesaid of the said note yet the said James tho that time is elapsed and tho often requested hath never paid the same sum nor any part of it but he neglects and refuses to do it to the damage of the said Timothy sixteen pounds the Ptt. appears by Jonathan Phelps Esq. his Att. and the said James tho three times publicly called makes default of appearance here therefore it is considered by the Court that the said Timothy do recover against the said James Eleven pounds five shillings and one penny two farthings lawful money damages and Cost of Suit taxed at one pound nineteen shillings and two pence

venue. and now the said James by Moses Bliss Esq. his att^r. comes here and Appeals from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties as the said courts for the said James prosecuting his Appeal with effect as by the said Recognizance on file may be seen.

Luke Bliss of Springfield in the County of Hampshire Gent. (Bliss
Plt. vs Thomas Spelman yeoman and Ephraim Pelton
yeoman both of Granville in said County Deft^s in a Spelman &
plea of the Case for that the said Thomas and Ephraim No 104
at said Springfield on the seventeenth day of August 1764
by their Note of that date for value reciv^d. jointly and se-
verally promised the said Luke to pay him five pounds
and ten shillings in good wheat (meaning five pounds ten
shillings worth of good wheat) at each price by the first day
of February then next following yet the said Thomas and
Ephraim tho that time is elapsed and tho often requested
have not paid the same nor any part of it nor has either
of them done it altho the said Luke has always been ready
to receive the said wheat viz. at said Springfield but they have
hitherto refused and still neglect and refuse to pay the same
to the damage of the said Luke nine pounds. the Plt. appears
by Jonathan Bliss Esq. his att^r. and the said Thomas and
Ephraim the three times publicly called to come into Court
do not come but make default of appearance here therefore
it is considered by the Court that the said Luke do recover
against the said Thomas and Ephraim six pounds five
shillings and three pence lawful money damages and
cost of Court taxed at one pound twelve shillings and
four pence and thereof he may have Ex. Ex. is. 30th April 1773.

Peter Verstelle of Wetherfield in the County of Hartford (Verstelle
and Colony of Connecticut merchant Plt. vs. Silas B. Brownson
Brownson of Westfield in the County of Hampshire yeo- vs
man Deft in a plea of the Case for that the said Silas No 105
on the twenty fourth day of August 1764 at S. Springfield
by his note of that date for value received promised the Plt.
to pay him three pounds fourteen shillings and eight
pence lawful money in one month from that time with
interest (meaning lawful Interest) for the same till paid
yet the said Silas tho that time is elapsed and tho often
requested hath not paid the same sum nor the Interest
thereof but he neglects it to the damage of the said Peter seven
pounds. the Plt. appears by Jonathan Bliss Esq. his att^r. and
the said Silas by John Phelps Gent. his att^r. comes into Court
and defends &c and reserving to himself the liberty of alter-
ing this plea on the tryall of the appeal and to make any
new plea now pleads and says that the bond declared on
is not his due and thereof quits himself on the Country.
and the said Peter consenting to the reservation afores^d
says the Deft^s plea aforesaid is an Insufficient Answer to
his declarations and that he is not holden by the Law of

Vostille
 vs
 Brounson
 No 105

of the Land to answer thereto all which he is ready to
 verify whereof he prays Judgment for his damages and
 Costs aforesaid. and the Deft. says his plea aforesaid is suf-
 ficient. thereupon all and singular the premises being
 seen and by the Court of the Lord the thing now there
 fully understood for that it appears to the said Court
 that the plea aforesaid of the said Silas by him above
 pleaded and the matters therein contained is an insuffi-
 cient answer to the declarations of the said Peter and ought
 not to preclude the said Peter from having and main-
 taining his action aforesaid, and because the said Silas
 hath not denied in any manner the aforesd. actions &
 plea of the said Peter therefore it is considered that the
 said Peter do recover against the said Silas five pounds
 nine shillings and two pence lawful money damages
 and Costs of Court taxed at one pound seventeen shillings
 and six pence. and the said Silas now here by his Att.
 aforesaid appeals from the Judgment of this Court to the
 Superiour Court of Judicature &c next to be holden
 at Springfield withins and for the County of Hampshire
 on the fourth Tuesday of Septemb^r. next and he recogniz-
 ing with Sureties as the law directs for the said Silas present-
 ing his said Appeal with effect as by S. Recognizance
 on file may be seen.

Chapin
 vs
 Murphy
 No 106

Joseph Chapin of Springfield in the County of Hampshire
 yeoman P^t vs. Daniel Murphy of Wilbraham in S. County
 yeoman Deft. in a plea of the Case for that the said Daniel
 at said Springfield on the ninth day of December last past by
 his Note under his hand of that date for value received promised
 the P^t. to pay him two thousand feet of yellow pine boards
 and fifteen shillings worth of Blacksmiths work by the tenth
 day of February then next and the P^t. in fact saith that the
 said two thousand feet of Boards were then and there of the
 value of four pounds and that he has always been ready to
 receive the same viz. at Springfield aforesaid and the S. Black-
 smiths work and then and there requested the said Daniel to pay
 the boards aforesaid and the Blacksmiths work yet the S. Daniel
 tho the time aforesaid is elapsed and tho often requested hath
 not paid the boards aforesaid or the said Blacksmiths work
 or any ways fulfilled his said promise but he neglects and re-
 fuses to do it to the damage of the said Joseph Eight pounds
 the P^t. appears by Jonathan Blifs Esq. his Att. and the said
 Daniel tho three times solemnly called to come into Court
 doth not come but makes default of appearance here there-
 fore it is considered by the Court that the said Joseph do re-
 cover against the said Daniel three pounds fifteen shillings
 lawful money damages and Cost of Court taxed at one pound eight
 and thereof he may have his Ex. — Ex. is. 16th June 1772.

Blifs
 vs
 Hancock
 No 107

Luke Blifs of Springfield in the County of Hampshire Gent.
 P^t. vs. Daniel Hancock of S. Springfield yeoman Deft. in a plea

of the lease for that the said Daniel on the sixteenth day of May 1779 at Springfield aforesaid by his note under his hand of that date for value received promised the P^t. to pay him four pounds sixteen shillings and one penny lawful money on demand with interest for the same till paid yet the said Daniel the often requested hath not paid the same sum nor the interest of it but he neglects and refuses to do it to the damage of the said Luke nine pounds. the P^t. appears by Jonathan Bliss Esq. his Att^y. and the said Daniel being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Luke do recover against the said Daniel five pounds sixteen shillings and eleven pence lawful money damages and Cost of Court taxed at one pound seven shillings and ten pence and thereof he may have his Ex. Ex. is? 16th Decemb^r 1772.

Benjamin Leonard jun^r. of Springfield in the County of Hampshire yeoman P^t. vs. William Worthington of S. Spring
field Gent. Deft. in a plea of the Case for that the S. William Worthington
on the twenty ninth day of March 1771 at Springfield aforesaid by his Note under his hand for value received promised the P^t. to pay him two pounds fifteen shillings lawful money on demand with use (meaning lawful Interest) for the same till paid yet the said William the often requested hath not paid the same sum nor the Interest thereof but he neglects to do it to the damage of the said Benjamin six pounds. the P^t. appears by Jonathan Bliss Esq. his Att^y. and the said William being three times publicly called makes default of appearance here therefore it is considered by the Court that the said Benjamin do recover against the said William two pounds Eighteen shillings and eight pence lawful money damages and Costs of Suit taxed at one pound eight shillings and three pence and thereof. Ex. is? 22. Septem^r. 1772.

Joseph Foot late of Monson in the County of Hampshire yeoman P^t. vs. Joseph Crafts of Monson aforesaid yeoman
Deft. in a plea of the Case for that the said Crafts at Monson aforesaid on the twenty seventh day of August 1770 by his Note under his hand of that date for value received promised the P^t. to pay him seven pounds and ten shillings lawful money by the first day of April then next with lawful Interest for the same till paid. yet the said Crafts the that time is elapsed and the often requested hath not paid the same sum nor the interest of it but he neglects and refuses to do it to the damage of the said Foot twelve pounds. the P^t. appears by Jonathan Bliss Esq. his Att^y. and the said Crafts being three times publicly called doth not come but makes default of appearance here therefore it is considered by the Court that the said Foot do recover against the S. Crafts eight pounds five shillings and seven pence lawful money damages and Cost of Court taxed at one pound twelve shillings and ten pence. and thereof. Ex. is? 30th April 1773

Phineas Murrish of Munson in the County of Hampshire
yeoman and a Deputy Sheriff under Solomon Stoddard Esq.
vs
Coolidge } Sheriff of the said County Ptt. vs. Galib Coolidge of Springfield
N^o 111 } in said County yeoman Deft. in a plea of the Case for that
the said Galib at said Springfield on the ninth day of January
last past by his note for value received promised the said
Phineas to pay him or Order three pounds thirteen
shillings lawful money on demand with Interest (meaning
lawful Interest) for the same till paid. Yet the said Galib
tho often requested hath not paid the same sum nor the In-
terest of it but he neglects and refuses to do it to the damage
of the said Phineas seven pounds. the Ptt. appears by Jona-
than Bliss Esq. his Att. and the said Galib tho three times
solemnly called to come into Court makes default of appear-
ance here therefore it is considered by the Court that the s^d.
Phineas do recover against the said Galib three pounds -
fourteen shillings and six pence two farthings lawful
money damages and Cost of Court Taxed at one pound
thirteen shillings and thereof &c. Ex. is. 22. Septem. 1772.

John Bennet of Hartford in the County of Cumberland
vs
Taylor } in the Province of New York yeoman Ptt. vs. John Tay-
N^o 112 } lor of Southadley in the County of Hampshire yeoman Def.
in a plea of the Case for that the said John Taylor at said
Springfield on the twenty seventh day of January last by his
note under his hand for value received promised the Ptt to
pay him or Order five pounds three shillings and se-
ven pence lawful money on demand with Interest till-
paid yet the said Taylor tho often requested has not paid the
same sum nor the Interest of it but he neglects to do it
to the damage of the said Bennet nine pounds. the Ptt.
appears by Jonathan Bliss Esq. his Att. and the said Tay-
lor being three times solemnly called makes default of
appearance here therefore it is considered by the Court that
the said Bennet do recover against the said Taylor five pounds
five shillings and seven pence one farthing lawful money
damages and Cost of Suit taxed at three pounds eight shil-
lings and eight pence and thereof &c. Ex. is. 16th June 1772.

Thomas White the sword of Southadley in the County of
vs
Hampshire yeoman Ptt. vs. Oliver Taylor of Southadley
Taylor } aforesaid yeoman Deft. in a plea of the Case for that the
N^o 113 } said Oliver at said Springfield on the twenty eighth day of
January 1771 by his note under his hand for value re-
ceived promised the said Thomas to pay him or Order two
pounds - sixteen shillings and three pence lawful mo-
ney on demand with Interest (meaning lawful Interest)
for the same till paid. Yet the said Oliver tho often requested
hath not paid the same sum nor the interest of it but
he neglects to do it to the damage of the said Thomas six
pounds. the Ptt. appears by Jonathan Bliss Esq. his Att.
and the said Oliver tho three times publicly called makes

default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Oliver three pounds one Shilling and eight pence one farthing lawful money damages and Costs of Court taxed at one pound twelve Shillings and five pence and thereof he may have his Ex. - Ex. is. 11th August 1772.

Thomas White the second yeoman and Anna White his wife both of South Hadley in the County of Hampshire Administrators on the Estate of Joel White late of South-Hadley aforesaid deceased ^{intestate} yeoman. P^lt^{ts} vs. Joseph Day of Springfield in said County yeoman Def. in a plea of the Case for that the said Joseph at said Springfield on the twenty eighth day of March 1771 by his Note under his hand for value received promised the said Joel then living to pay him or Order ten pounds lawful money within three months from that time with Interest (meaning lawful Interest) for the same till paid. Yet the said Joseph tho' that time is elapsed and tho' often requested hath never paid the same sum or the Interest of it either to the said Joel in his life time or to the said Thomas and Anna Administrators as aforesaid since the death of the said Joel but he hitherto hath refused and still does neglect and refuse to pay the same to the damage of the said Thomas and Anna Administrators as aforesaid fifteen pounds. the P^lt^{ts} appear by Jonathan Bliss Esq their att^y and the said Joseph being three times publicly called to come into Court does not come but makes default of appearance here therefore it is considered by the Court that the said Thomas and Anna ^{Administrators as aforesaid} do recover against the said Joseph ten pounds thirteen Shillings and nine pence lawful money damages and Cost of Suit taxed at one pound eleven Shillings and seven pence and thereof he may have his Execution. - Ex. is. 11th August 1772. -

Andrew Colton of Springfield in the County of Hampshire Colton yeoman P^lt. vs. Phinehas Smith of said Springfield yeoman Def. in a plea of the Case for that the said Phinehas on the seventh day of April 1772 at Springfield aforesaid by his Note under his hand for value received promised the said Andrew to pay him or Order three pounds nineteen Shillings and four pence lawful money on demand with Interest for the same till paid. Yet the said Phinehas tho' often requested hath not paid the same sum nor the Interest of it but he neglects and refuses to do it to the damage of the said Andrew six pounds the P^lt. appears by Jonathan Bliss Esq. his att^y and the said Phinehas tho' three times publicly called makes default of appearance here therefore it is considered by the Court that the said Andrew do recover against the said Phinehas three pounds nineteen Shillings and ten pence lawful money damages and Cost of Court taxed at one pound seven Shillings and ten pence. and thereof he may have his Ex. Ex. is. 17th June 1772.

Pyncheon
vs
Hancock } George Pyncheon of Springfield in the County of Hampshire
Gent. Plt. vs. Daniel Hancock of said Springfield yeoman
Deft. in a plea of the Case for that the said Daniel at
N^o 116 } said Springfield on the twenty sixth day of August last
past by his Note under his hand for value received pro-
mised the said George to pay him or Order Eight pounds
two Shillings and two pence lawful money on demand
with lawful Interest for the same till paid yet the said -
Daniel tho' often requested hath not paid the same sum
nor the Interest of it but neglects and refuses to do it
to the damage of the said George twelve pounds. the Plt
appears by Jonathan Bliss Esq. his Att^r and the said Da-
niel tho' three times publicly called makes default of ap-
pearance here therefore it is considered by the Court
that the said George do recover against the said Daniel
Seven pounds eight Shillings and seven pence three far-
things lawful money damages and Costs of Court tax
at one pound seven Shillings and ten pence and there-
he may have his Ex. — Ex. is? 22^d Septemb^r 1772. —

Idem
vs
Day } George Pyncheon of Springfield in the County of Hamp-
shire Gent Plt. vs. Luke Day Jun^r of Springfield afores^d
yeoman Deft. in a plea of the Case for that the s^d Luke
N^o 117 } on the fifth day of March 1771 at s^d Springfield by his
note under his hand for value received promised the s^d
George to pay him or Order three pounds Eleven Shil-
lings and nine pence three farthings lawful money
on demand with Interest till paid. yet the said Luke
tho' often requested hath not paid the same sum or the
Interest of it but he neglects and refuses to do it to the
damage of the said George six pounds. the Plt. appears
by Jonathan Bliss Esq. his Att^r and the said Luke tho'
three times solemnly called doth not appear but makes
default of appearance here therefore it is considered by
the Court that the said George do recover against the s^d Luke
three pounds sixteen Shillings and Eleven pence three
farthings lawful money damages and Cost of Court
tax at one pound seven Shillings and two pence —
and now the said Luke by Justin Gly Gent his Att^r comes
here and appeals from the Judgment of this Court to
the Superior Court of Judicature to be next to be holden
at Springfield within and for the County of Hampshire
on the fourth Tuesday of Septemb^r next and he recogni-
zes with Sureties as the law directs for the said Luke's
prosecuting his s^d appeal with effect as by the said re-
cognizance on file appears.

Idem
vs
Ward } George Pyncheon of Springfield in the County of Hampshire
Gent. Plt. vs. Samuel Ward of Springfield aforesaid yeoman
Deft. in a plea of the Case for that the said Samuel at s^d
N^o 118 } Springfield on the nineteenth day of July last being Friday

to the said George in the sum of three pounds nine shillings and three pence lawful money to ballance accounts according to the account to the writ annexed he the said Samuel then and there in consideration thereof promised the said George to pay him the same on demand. Also for that on the twenty second day of July 1767 at Springfield aforesaid the said George and the said Samuel accounted together between themselves of and concerning divers other sums of money by the said Samuel to the said George there before that time owing and there being in arrears and unpaid and upon that account he the said Samuel then and there was found in arrears towards the said George in the farther sum of two pounds nineteen shillings and eleven pence of like lawful money and being thereupon so found in ~~arrears~~ arrears he the said Samuel in consideration thereof there afterwards on the same day promised the said George to pay him the same two pounds nineteen shillings and eleven pence on demand with lawful Interest for the same till paid yet the said Samuel the often requested hath not paid the several sums aforesaid or either of them or the Interest of the said last mentioned sum nor any ways fulfilled his said several promises or either of them but he neglects and refuses to do it to the damage of the said George seven pounds. the Parties appear and the Dft. confesses Judgment upon the second Count and the Plt. discontinues as to the first Count. Therefore it is considered that the s^d George do recover against the said Samuel three pounds nineteen shillings and three pence lawful money damages and Cost of Court taxed at one pound seven shillings and four pence and thereof he may have his Executions. Ex. is. 22. Septemb^r. 1772.

George Pynchon of Springfield in the County of Hampshire. Idem
 Gent. Plt. vs. Timothy Rockwell of Hadley in said County or
 yeoman and Abijah Wait of Northampton in s^d County. Rockwell et al
 yeoman Dft^s in a plea of the Case for that said Timothy & N^o 119
 Abijah at said Springfield on the thirtieth day of July last
 part by their note of that date for value received promised
 the Plt. to pay him or Order five pounds ten shillings
 and four pence three farthings on demand with lawful
 interest for the same till paid. Yet said Timothy and Abi-
 jah or either of them have never paid the same or any
 part thereof but unjustly neglect it to the damage of the s^d
 George eight pounds. the Plt appears by John Worthington Esq.
 his Att^r. and the said Timothy and Abijah the three times
 publicly called to come into Court do not come but make
 default of appearance here therefore it is considered by the
 Court that the said George do recover against the said Ti-
 mothy and Abijah five pounds fifteen shillings and
 eight pence lawful money damages and Costs of Court
 taxed at one pound six shillings and ten pence and thereof
 he may have his Ex. Ex. is. 16th April 1773. —

Chapin
vs
Murphy
N^o 121 } Gnoch Chapin of Springfield in the County of Hampshire
Gent. P^lt. vs. Daniel Murphy of Wilbraham in said County
yeoman Deft. in a plea of the Case for that said Daniel at
said Springfield on the third day of August 1770 by his
note under his hand of that date for value received promised
the P^lt. to pay him Eleven pounds fifteen Shillings on or
before the twenty first day of March then next with Inte-
rest till paid which time of payment is long since past
also for that said Daniel at said Springfield on the last day
of March last past being justly indebted to the P^lt. the sum
of twenty seven Shillings and six pence lawful money to
the Writ in Consideration thereof said Daniel then and
there promised the P^lt. to pay him the last mentioned
sum on demand yet said Daniel the often thereto requested
hath never paid either of said sums or any pence of either
of them to the P^lt. but unjustly neglects it to the damage
of the said Gnoch fourteen pounds. the P^lt. appears by
Justin Gly Gent. his att^r and the said Daniel being
three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is
considered by the Court that the said Gnoch do recover
against the said Daniel eight pounds three Shillings
and four pence lawful money damages and Costs of
Court taxed at one pound ten Shillings and nine pence
and thereof he may have his Ex. - Ex. is? 17th June 1772. —

Ashley
vs
Gundern
N^o 122 } John Ashley of Springfield in the County of Hampshire
yeoman P^lt. vs. Daniel Murphy of Wilbraham in said
County yeoman Deft. in a plea of the Case for that said Daniel
at said Springfield on the sixteenth day of November 1770
by his note of that date for value received promised the P^lt.
to pay him two pounds five Shillings and Eleven pence
on demand with Interest till paid yet said Daniel the-
often thereto requested hath never paid said sum or Interest
or any pence thereof to the P^lt. but unjustly neglects it to
to the damage of the said John four pounds the P^lt. appears
by Justin Gly Gent. his att^r and the said Daniel the three
times publicly called makes default of appearance here-
therefore it is considered by the Court that the said John do
recover against the said Daniel two pounds four Shillings
lawful money damages and Cost of Suit taxed at one
pound ten Shillings and thereof he. Ex. is? 17th June 1772.

Bartlett
vs
Whiting
N^o 124 } Ebenezer Bartlett Jun^r of Granby in the County of Hamp-
shire yeoman P^lt. vs. William Whiting of South Hadley in
said County yeoman Deft. in a plea of the Case for that
said William at Springfield on the fourth day of Feb^y last
past by his promissory Note in writing under his hand
of that date for value received promised said Ebenezer to pay
him three pounds nine Shillings by the first day of April

then next with lawful Interest for the same till paid yet
 said Williams tho often requested hath never paid the same
 or any part thereof but unjustly neglects it to the damage
 of the said Ebenezer four pounds. the Plt appears by John
 Worthington Esq. his Att. and the said Williams being
 three times solemnly called to come into Court doth not
 come but makes default of appearance here therefore it
 is considered by the Court that the said Ebenezer do re-
 cover against the said Williams three pounds ten shil-
 lings and two ^{two farthings} pence lawful money damages
 and costs of Court taxed at One pound twelve shillings
 and seven pence and thereof he may have his Execution.
 Ex. is? 14th June 1772. —

Samuel Noble of Westfield in the County of Hampshire (Petition of
 yeoman and Mary Noble of Southwiche in said County Moses Nobles &c
 Widow Administrators on the Estate of Moses Noble late No 125
 of Southwiche aforesaid yeoman Deceased Intestate hum-
 bly shew that the whole personal Estate of the said deceased
 amounts to the sum of ninety four pounds eighteen
 shillings and seven pence halfpenny and the Debts
 due from said Estate that are already come to the know-
 ledge of the said Administrators together with their Charges
 in settling said Estate amount to the sum of One hundred
 and thirty pounds ten shillings and eight pence three
 farthings the personal Estate therefore of the said deceased
 falls short of paying the Debts aforesaid of the said deceased
 the sum of thirty five pounds twelve shillings and one
 penny one farthing wherefore the said Administrators
 humbly pray that your honors would grant them liberty
 to make sale of so much of the real Estate of the said
 deceased as shall be sufficient to answer the Debts due
 from said Estate together with the Charges arising from
 the sale as in duty &c. and it is thereupon Ordered that
 the said Administrators be and they are hereby empowered
 to make sale of so much of the real Estate of the said deceased
 as shall amount to forty pounds of lawful money to pay
 the Debts due from the s^d. deceased &c. they the s^d. Admini-
 strators in all things conforming themselves to the di-
 rections of the Law in such Case provided. —

The foregoing judgments Rules &c being made and
 entered up in manner aforesaid the said Court was
 adjourned without Day —

Attest W^m Williams Clerk —

Hampshire for Anno Regni Georgii Tertii Regis Magnae
Britanniae Franciae et Hiberniae duodecimo.
At the Inferiour Court of Common pleas
holden at Springfield within and for the
County of Hampshire on the last Tuesday
of August being the twenty fifth day of
the said month Anno Domini 1772

Present

Israel Williams... Esq.
Oliver Partridge... Esq.
Timothy Dwight... Esq.
Thomas Williams Esq.
Justices of i. Court.

Petit Jury
Mr. Elishas Glap foreman
Sp. { Joseph Ely
David Ashley
Mr. Samuel Parsons
Hart. Joseph Smiths
(Josiah Parkes
With Aaron Phelps
Prim. Joseph Thomson
Groom. Nat. Whitcomb dismissed 5th day
Blair. John Scott Junr.
Pal. George Wood
P. Prim. Joseph Smallidge

Jurors Excused
Wad. Hierubiah Hubbard
G. Cantitus Fowler
Wad. Jonathan Preston
Wil. Enos Stebbins

after Solis vs Marsh's Ex. trs.
Matthews vs. Lilly were tried
Whitcomb was dismissed

de Gal. { In the Case Bardwell vs. Nurse Jonathan Perry Springfield
In the Case Sally vs. Drake Jonathan Bardwell Betcherstown
In the Case Vanhome vs Smith John Pynechoss Springfield

litious Cont.

Dunsmore vs Allen - William Dunsmore of Lancaster in the County of Worcester -
Physician and Hannah his Wife Plff. vs Enock Allen of Ashfield
in the County of Hampshire husbandman Deft. in a plea of E-
jectment &c. as at large on Record heretofore. the Parties appear by
their respective Att^{rs} and move for a further Continuance of this
action and the said Parties accordingly have a day before the
Lord the thing here untill the second Tuesday of November next
following said last Tuesday of August aforesaid.

Williams vs Wilkie { Daniel Williams of Exeter in the County of Bristol Esq. Plt.
vs. John Wilkie of Ashfield in the County of Hampshire husband
man Deft. in a plea of Ejectment &c. as at large on Record
heretofore the Parties appear by their respective Att^{rs} and move
for a further Continuance of this action and the said Parties ac-
cordingly have a day before the Lord the thing here untill the
second Tuesday of Novemb^r next following said last Tuesday
of August aforesaid.

Pelton vs Fowler { Ephraim Pelton of Granville in the County of Hampshire yeo-
man Plt. vs. Biddat Fowler of Walsfield in said County yeoman Deft.
in a plea of Trespass &c as at large on Record heretofore the Parties
appear and the referees to whom this Case was committed as on
Record of last Term, do now report that they do Judge award Order

and determine that the said Ephraim recover against the said Biddad the sum of Six pounds five Shillings and ten pence lawful money damages and Cost of Courts to be taxed by the Court and the Cost of this Reference being four pounds Eighteen Shillings and six pence, and that this Award be a final Settlement of the premises. On motion of the Ptt. by John Phelps Gent it is ordered that the Case be Continued and report now made notwithstanding and the said Parties accordingly have a day &c.

David Matthews of Colrain in the County of Hampshire yeoman Ptt. vs. Jonathan Lilly of Ashfield in d. County yeoman Deft. in a plea of the Case &c. as at large on Record heretofore. the Parties appear by their respective Att^{rs} viz the Ptt. by John Worthington Esq. and the Deft by Joseph Hawley Esq. his Att^r comes and defends and says that he is not guilty in manner and form as in the foregoing declaration against him is alleged and thereof puts himself on the Country. And the said Matthews likewise. Thereupon the Jurors of the Jury agreeable to the form and effect of the Statutes in this Case made and provided now at this time returned and Impannelled being demanded likewise come who to say the Truth concerning the premises being duly sworn declare upon their Oaths that the said Jonathan is guilty of damage to Eleven pounds five Shillings lawful money. Therefore it is considered that the said David do recover against the said Jonathan Eleven pounds five Shillings lawful money damages and Cost of Court taxed at nineteen pounds three Shillings and Eleven pence and thereof he may have his Ex^{ce} —

William Pyncheon of Salem in the County of Essex Esq. and others Ptt^s vs. Samuel Glover of Wilbraham in the County of Hampshire yeoman Deft. in a plea of Entry ~~and~~ ^{and} disavowal (Pyncheon &c vs Glover) as at large on Record heretofore. the Parties appear by their respective Att^{rs} viz the Ptt. by John Worthington Esq. and the Deft. by Jonathan Bliss Esq. and move for a further Continuance of this action, and accordingly the said Parties have a day before the Lord the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid.

Our Sovereign Lord the King vs. Joseph Hawley Esq. of Northampton in the County of Hampshire Deft. in a writ of Sure Talias &c as at large on Record heretofore. And now John Worthington Esq. who for Our Lord the King in this behalf prosecutes comes here and says he will no further prosecute this action against Joseph Hawley Esq. (D^s Pres. vs Hawley)

Noah Smith of Hadley in the County of Hampshire yeoman Ptt. vs. Samuel Partridge of Holford in d. County Gent. Deft. in a plea of the Case &c as at large on Record heretofore the Parties appear by their respective Att^{rs} (Smith vs Partridge)

Smith } Att^{rs} viz. the Plt. by Simeon Strong Esq. and the Deft.
vs } by Elisha Porter Esq. and move for a further continuance
Partidge } of this action. and the said parties have a day before the Lord
the thing here untill the second Tuesday of Novemb^r. next
following said last Tuesday of August aforesaid. —

Burt } Ebenezer Burt of Springfield in the County of Hampshire
vs } yeoman Plt. vs. Mary Bond of Springfield aforesaid spin^g. single
Bond } woman and Spinster Deft. in a plea of the Exce as at large
on Record heretofore. the Parties appear by their respective Att^{rs}
and humbly move for a further continuance of this action
and the said Parties accordingly have a day before the Lord
the thing here untill the second Tuesday of Novemb^r. next
following said last Tuesday of August aforesaid. —

Bliss } Edward Bliss of Weston in the County of Worcester yeoman Plt.
vs } vs. Daniel Marsh of Hadley in the County of Hampshire
Marsh } yeoman only surviving Executor of the last Will and Testament
of Job Marsh formerly of D. Hadley^{gent} deceased. Deft in a plea of
Covenant broken &c. as at large on Record heretofore the
Plt. appears by John Northingtons Esq. his Att^r. and now to
which time the said Daniel Marsh had leave to inspect of
the matters in the Writ declared of and then to make answer
he the said Daniel comes here by his Att^r. Joseph Hawley Esq.
and the said Edward demands that the said Daniel should
answer him in the premises and thereupon the said Daniel
by his Att^r. aforesaid defends the force and Injury wherein
and alledging by way of protestation that the Plt's declaration
and the matters therein contained are insufficient in Law
to which he has no need nor by the law of the Land is obliged
to answer for plea the said Daniel saith that the within-
named Job from the making of the Deed Poll within-
mentioned during the life of him the said Job and the
before named Samuel and Daniel after the death of the said
Job and during the life of the said Samuel and the said
Daniel: ever since the death of the said Samuel unto the
day of the purchase of the Writ have not broken but have
well and truly observed performed kept and fulfilled all
and singular the Covenants and promises in the said
Writ alledged to have been made by the said Job in and
by the said Deed Poll to be observed performed kept and fulfill^d
ed by the said Job and his Executors &c. and thereof the said
Daniel puts himself on the Country. And the Plt. likewise
Thereupon the Jurors of the Jury agreeable to the form and
effect of the Statutes in this case made and provided now
at this time returned and impannelled being demanded
likewise come who to say the truth concerning the premises
being duly sworn declare upon their Oath. that the said
Job Marsh the Grantor hath not kept but broken his
Covenants in manner and form as the Plt. alledgeth &
for the damages the said Edward hath sustained by reason

of the same, the Jury assess the sum of eighteen hundred and twenty one pounds nine shillings and ten pence. Therefore it is considered by the Court that the said Edward do recover against the said Daniel eighteen hundred and twenty one pounds nine shillings and ten pence lawful money damages and Cost of Court taxed at £
And now the said Daniel by Joseph Hawley Esq. his Att^r. appeals from the Judgment of this Court to the Superior Court of Judicature & next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Daniel's prosecuting his said appeal with effect as by the said Recognizance on file may be seen. —

Simon Phillips of Springfield in the County of Hampshire yeoman Plt. vs. Samuel Gains of Springfield aforesaid former and Seth Miller of Springfield Labourer Minor and under the age of twenty one years Def^t. in a plea of trespass &c as at large on Record heretofore. the Parties appear by their respective Att^rs. and humbly move for a further Continuance of this action and Seth Miller one of the Def^ts. in this action in his proper person comes and moves that he may have a Guardian appointed to defend this action in his behalf and the Court is pleased thereupon to assign Jonathan Bliss Esq. to be Guardian to the said Seth for the purpose aforesaid. And the said parties have a further day before the Lord the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid.

Amzi Childs of Deerfield in the County of Hampshire yeoman Plt. vs. Phineas Munn of Deerfield aforesaid yeoman Def^t. in a plea of the Case as at large on Record heretofore. And now the said Amzi being three times publicly called is Nonuit and the said Phineas Defaulted and the Action dismissed.

Israel Dewey of Westfield in the County of Hampshire yeoman Plt. vs. Thomas Dewey of said Westfield yeoman Def^t. in a plea &c as at large on Record heretofore. the Parties appear and the Plt. by John Phelps Gent. his Att^r. humbly prays for a further Continuance of this action under the same rule &c and the said Parties accordingly have a day before the Lord the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid.

Abner Dickinson of Hatfield in the County of Hampshire yeoman Plt. vs. Elijah Williams of Stockbridge in the County of Berkshire Esq. and Sheriff of the same County Def^t. in a plea of Trespass on the Case wherein the said Abner complains and says that at the Inferiour Court

Dickinson
vs
Williams
N^o 1

Court of Common pleas holden at Springfield within and
and for the County of Hampshire on the third Tuesday of
May 1771 and in the Eleventh year of his Majesty's reign
by the consideration of the Justices of the same Court the
the said Abner recovered Judgment against one Theodore Sprague
by the name of Theodore Sprague late of Williamaburgh in the
County of Berkshire aforesaid yeoman for the sum of Eleven pound.
four Shillings and nine pence one farthing lawful money for
his damages and a further sum of two pounds two Shil-
lings and ten pence like lawful money for his costs of
Suit as by the Record thereof in the same Court remaining
is fully manifest and appears and afterwards viz on the twenty
ninth day of August last past he the said Abner for the recovery
of his said damages and Cost sued out one Alias Writ of Execu-
tion in due form of Law on the said Judgment in form afores.
recovered from the Clerks office of the same Court directed
to the Sheriff of the County of Berkshire his under Sheriff or
Deputy reciting that whereas the said Abner had recovered Judg-
ment against the said Theodore as aforesaid for the sums
above mentioned whereof Execution remained to be done and
therefore commanding the same Sheriff or his Deputy that of
the Goods Chattels or Lands of the said Theodore within their
prouint they should cause to be paid and satisfied unto the
said Abner at the value thereof in money the aforesaid sums
with three Shillings and seven pence more for that and
a former Writ of Execution and thereof also to satisfy themselves
of their own fees and for want of Goods Chattels or Lands
of the said Theodore to be him shown unto them or found
in their prouint to the acceptance of the said Abner to sa-
tisfy the sums aforesaid to take the body of the said Theodore
and him commit unto the Goal in Great Barrington in
the County of Berkshire and him detain in their Custody
within the said Goal untill he should pay the full sums afo-
mentioned with their fees or that he should be discharged by
the said Abner the Creditor or otherwise by Order of Law. and
to make Return of that Writ with their doings therein into
said Inferiour Court of Common pleas then next to be holden
at Northampton within and for the County of Hampshire
on the second Tuesday of Novemb^r then next which same
Writ the said Abner at said Springfield on the same twenty
ninth day of August delivered unto one John Morse then &
long after a Deputy Sheriff under the said Elijah (who then was
and still is Sheriff of the said County of Berkshire and who
then was and still is accountable by Law for the Conduct of
his said Deputy in the Execution of his said Office) in due form
of Law to be Executed and returned, and afterwards viz on the
first day of Novemb^r last past at a place called Pittsfield viz
at Springfield aforesaid he the said John Morse by collusion
between him and the said Theodore and by force of the same
Execution received the whole sums so thereby commanded to
be paid and collected. Yet neither the said John Morse nor

the said Elijah (who is accountable as aforesaid for the conduct of the same John Morse) have ever paid the same sums or any munny thereof to the said Abner altho they and each of them have been often thereto requested nor has the said Elijah or either of his Deputy^s ever made any return of the same Writ of Execution or their doings therein into the same Inferiour Court of Common pleas as by the same Writ they were Com^{manded} whereby the said Abner has lost the whole benefit of his said Writ of Execution and the whole summe expressed in and by the same Writ thereby commanded to be levied and collected and the whole benefit of the Judgment shod. in form aforesaid recovered against the said Theodore all which is to the damage of the said Abner twenty pounds the Plt. appears by Elisha Porter Esq. his att^y. and the said Elijah being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Abner do recover against the said Elijah fourteen pounds four shillings and two pence lawful money damages & cost of Court taxed at two pounds two shillings and eight pence and thereof he may have his Ex. Ex. is. 21st Septemb^r. 1772.

Amasa Smith of Amherst in the County of Hampshire (Smith
yeoman Plt. vs. Ebenezer Scott late of Barnardston in S. County yeoman Deft. in a plea of the Case for that the
said Ebenezer at said Amherst on the twenty eighth day
of Septemb^r. last past by his Note of that date for value received promised the said Amasa to pay him the sum of five pounds Eleven shillings lawful money by the first day of January then next after the date of the said Note with the lawful Interest of the same sum after the time of payment untill paid. Yet the said Ebenezer tho often requested hath never performed his said promise but neglects it to the damage of the said Amasa seven pounds. the Plt. appears by Elisha Porter Esq. his att^y. and the said Ebenezer tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Amasa do recover against the said Ebenezer five pounds fifteen shillings and four pence two farthings lawful money damages and cost of Suit taxed at two pounds two shillings and four pence and thereof he may have his Ex. Ex. is. 19th Septemb^r. 1772.

Jonathan Warner of Hadley in the County of Hampshire (Warner
Deft. Plt. vs. Nathan Perkins late of Amherst in S. County yeoman Deft. in a plea of the Case for that whereas the said
Jonathan at said Hadley on the first day of June. 1772.
had before that time there sold and delivered to the said Nathan sundry Goods Wares and Merchandises at his the S^d Nathan's special Instance and request he the said Nathan then and there in consideration thereof promised the said

Warner
vs
Perkins
No 5 } said Jonathan to pay him so much money as the same
Goods Wares and Merchandises were reasonably worth at
the time of their sale and delivery whenever afterwards he
should be thereto requested and the said Jonathan avers that
the same Goods Wares and Merchandises were reasonably-
worth the sum of Eleven pounds four shillings and six
pence half penny lawful money at the time of their
said sale and delivery viz at Hadley aforesaid of which
the said Nathan then and there had notice. Yet the said
^{Nathan} the often requested has never performed his said promise
but neglects it to the damage of the said Jonathan four-
teen pounds. the Plt. appears by Elisha Porter Esq his att.
and the said Nathan being three times publicly called makes
default of appearance here therefore it is considered by
the Court that the said Jonathan do recover against the
said Nathan Eleven pounds four shillings and six pence
two farthings lawful money damages and Cost of Court
taxed at One pound nineteen shillings and thereof he
may have his Execution. — Ex. is? 29th Septemb. 1772.

Idem
vs
Cleveland
No 6 } Jonathan Warner of Hadley in the County of Hampshire
Trader Plt. vs. Ezra Cleveland late of Northampton in said
County yeoman Deft. in a plea of the Case for that the
said Ezra at said Hadley on the nineteenth day of March
last past by his note of that date for value received pro-
mised the said Jonathan to pay him three pounds six
shillings lawful money by the first day of April then
next after the date of the same note yet the said Ezra
the often requested has never performed his said promise
but neglects it to the damage of the said Jonathan War-
ner five pounds the Plt. appears by Elisha Porter Esq.
his att. and the said Ezra the three times publicly called
to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court
that the said Jonathan do recover against the said Ezra
three pounds seven shillings and two pence two farthings
lawful money damages and Cost of Court taxed at two
pounds one shilling. And now the said Ezra by John
Northampton Esq. his att. comes into Court and appeals
from the Judgment of this Court to the Superior Court
of Judicature &c next to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday
of Septemb^r next and he recognises with sureties as the
law directs for the said Ezra's prosecuting his said appeal
with effect as by the said Recognizance on file appears

Idem
vs
Pomeroy
No 7 } Jonathan Warner of Hadley in the County of Hampto-
shire Trader Plt. vs. Josiah Pomeroy late of Northfield
in said County yeoman and a deputy Sheriff under So-
lomon Stoddard Esq. Sheriff of said County Deft in a plea
of the Case &c. the Plt. being three times publicly called is
non-suit and the Deft likewise defaulted and the action discontinued.

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Jonathan Warner of Hadley in the County of Hampshire
vs. Samuel Gould late of Amhurst in said County
yeoman Deft. in a plea of the Case for that the said Samuel at s.
Hadley on the twenty fifth day of July 1770 by his note of
that date for value received promised the said Jonathan to pay him
one pound nineteen shillings and nine pence lawful money
and with the lawfull Interest of the same sum untill
paid - and also for that the said Samuel at s. Hadley on the same
day and year last aforesaid by his other note of that same
date for value also received promised the said Jonathan to pay
him one other sum of two pounds lawful money by
the first day of November then next after the date of the
same note with the lawful Interest of the same sum un-
till paid. Yet the said Samuel tho often requested hath never
performed his said promises or either of them but neglects it
to the damage of the said Jonathan six pounds. The s.
appears by Elisha Porter Esq. his att. and the said Samuel
tho three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is
considered by the Court that the said Jonathan do recover
against the said Samuel four pounds nine shillings and
nine pence two farthings lawful money damages and
cost of Court taxed at one pound eighteen shillings and six
pence and thereof he may have his Ex. Ex. is. 29th Septem. 1772.

Jonathan Warner of Hadley in the County of Hampshire
vs. John Taylor late of a place called Namberfield
in said County yeoman Deft. in a plea of the Case for
that the said John at said Hadley on the fifth day of March
1771 by his note of that date for value received promised the s.
Jonathan to pay him two pounds fifteen shillings and six pence
half penny lawful money by the first day of May then next
after the date of the same Note. Yet the said John tho of-
ten requested has never performed his said promise but neg-
lects it to the damage of the said Jonathan four pounds the
s. appears by Elisha Porter Esq. his att. and the said John tho
three times publicly called makes default of appearance here
therefore it is considered by the Court that the said Jonathan
do recover against the said John two pounds nineteen shil-
lings and eleven pence lawful money damages and cost
of Court taxed at two pounds one shilling and four pence
and thereof he may have his Ex. - Ex. is. 30th Septem. 1772.

Abijah Hunt of Williamstown in the County of Hamp.
vs. Barnabas Evans late of Ware in the
same County yeoman Deft. in a plea of the Case for that
the said Barnabas at said Ware on the fifteenth day of March
1771 by his Note of that date for value received promised
the said Abijah to pay him four pounds lawful money by
the first day of June then next after the date of the s. note
with the lawful Interest of the same sum untill paid yet
the said Barnabas tho often requested has never performed his

Hunt
vs
Evans
N^o 10 } his said promise but neglects it to the damage of the said
Abijah six pounds. the P^lt. appears by Elisha Porter Esq
his att^y. and the said Barnabas being three times publicly
called to come into Court does not come but makes default of
appearance here therefore it is considered by the Court that
the said Abijah do recover against the said Barnabas four-
pounds seven shillings lawful money damages and cost
of Court taxed at One pound seventeen shillings and ten
pence and thereof &c. — Ex. is? 22^d Octob^r 1772. —

Warner
vs
Stockwell
N^o 11 } Noadiah Warner of Hadley in the County of Hampshire
yeoman P^lt. vs. Timothy Stockwell of Hadley aforesaid yeo-
man Def^t. in a plea of the Case for that the said Timothy
at said Hadley on the ninth day of August 1770 by his
note of that date for value received promised the said Noadiah
to pay him the sum of fourteen pounds lawful money on
demand with the lawful Interest of the same Sum until
paid yet the said Timothy the often requested has never
performed his said Promise but neglects and refuses to do it
to the damage of the said Noadiah fourteen pounds the
P^lt. appears by Elisha Porter Esq. his att^y. and the said Timo-
thy the three times solemnly called to come into Court doth
not come but makes default of appearance here therefore it
is considered by the Court that the said Noadiah do recover
against the said Timothy fourteen pounds ten shillings
and eleven pence three farthings lawful money damages
and cost of Court taxed at One pound seventeen shillings
and eight pence and thereof &c. Ex. is? 19th Septemb^r 1772. —

Warner
vs
Gaylord
N^o 12 } Moses Warner of Amherst in the County of Hampshire yeo-
man P^lt. vs. Oliver Gaylord late of South Hadley in said
County yeoman Def^t. in a plea of the Case for that whereas
the said Moses and Oliver at said Amherst on the second-
day of June 1770 had accounts together of and concerning
divers Sums of money before that time due from the said
Oliver to the said Moses and then in arrears and unpaid and
upon that Account by the said Oliver was found in arrears
to the said Moses in the Sum of Eleven shillings and eight
pence halfpenny lawful money and being so found in arrears
by the said Oliver then and there in Consideration thereof pro-
mised the said Moses to pay him the same Sum on demand
and also for that the said Oliver at said Amherst on the first day
of July Inst. being justly indebted to the said Moses in one other
Sum of One pound fourteen shillings and eight pence like
lawful money as well for money laid out and expended for the
said Oliver by the said Moses at his the ^{to the use of} Oliver's special In-
stance and request as for Entertainment by him the said
Moses for the said Oliver before that time provided at his the
said Oliver's like Instance and request a particular account
whereof is contained in the Schedule ^{to the use of} annexed by the
said Oliver then and there in Considerations thereof promised

the said Moses to pay him the same sum on demand yet the said Oliver the often requested hath never performed either of his said promises but neglects it to the damage of the said Moses four pounds. the P^{lt}. appears by Elisha Porter Esq. his att^y. and the said Oliver being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Moses do recover against the said Oliver two pounds six Shillings and four pence two farthings lawful money damages and Cost of Court taxed at one pound fifteen Shillings and ten pence and thereof he may have his Execution - Ex. d^o 19th Septemb^r. 1772.

Thomas Amory of Boston in the County of Suffolk Distiller ^{Amory} P^{lt}. vs. Ezra Wood late of Amhurst in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas ^{as} the said Thomas at said Springfield on the first day of July current had before that time there sold and delivered to the said Ezra at his the said Ezra's special Instance and request divers Goods Wares and Merchandises in the said Ezra then and there in consideration thereof promised the said Thomas to pay him so much money as the same Goods Wares and Merchandises were reasonably worth at the time of their sale and delivery and the said Thomas in fact says that the same Goods Wares and Merchandises at the time of their sale and delivery were reasonably worth the sum of ten pounds seven Shillings and one penny lawful money of which the said Ezra then and there Instantly had Notice. And also for that the said Ezra at said Springfield on the first day of July instant being justly indebted to the said Thomas in the sum of ten pounds seven Shillings and one penny like lawful money for sundry other Articles of book account according to the account to the Writ annexed in the said Ezra then and there in consideration thereof promised the said Thomas to pay him the same sum on demand yet the said Ezra the often requested has never performed his said promise but neglects it to the damage of the said Thomas twelve pounds. the P^{lt}. appears by Elisha Porter Esq. his att^y. and the said Ezra the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Ezra ten pounds seven Shillings and one penny lawful money damages and Cost of Court taxed at three pounds and ten pence. And now the said Ezra by William Billings Esq. his att^y. comes here and Appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb^r. next and he recognises with Sureties as the Law directs for the said Ezra's prosecuting his said Appeal with effect as by the P^roognizance on file appears.

Trary
 vs
 Cakes et al,
 No 16

Elearer Trary of Hatfield in the County of Hampshire yeoman
 Plt. vs. Jonathan Cakes yeoman and Abel Merriam yeoman
 both late of Comsey in said County and Daniel Shaw yeoman
 late of Hatfield in the same County Dfts in a plea of the
 Case for that the said Jonathan Abel and Daniel at Hatfield
 aforesaid on the nineteenth day of March last past by their
 Joint note under their several hands and of that date for
 value received promised the said Elearer to pay him the sum
 of Eleven pounds lawful money by the tenth day of May then
 next after the date of the same note with the lawful Interest
 of the same sum untill paid. Yet the said Jonathan Abel
 and Daniel or either of them tho often thereto requested have
 never paid the said sum or any penny thereof but wholly
 neglect and refuse to do it to the damage of the said Elearer
 Eleven pounds. the Plt. appears by Elisha Porter Esq. his Att.
 and the said Dfts tho three times publicly called to come
 into Court do not come but make default of appearance
 here therefore it is considered by the Court that the said Ele-
 arer do recover against the said Jonathan Abel and Daniel
 Eleven pounds Eleven shillings and six pence lawful mo-
 ney damages and Cost of Court taxed at two pounds five
 shillings and two pence and thereof. Ex. is. 24th Oct. 1772. —

Warner
 vs
 Chapin
 No 17

Seth Warner of Belchertown in the County of Hampshire
 yeoman Plt. vs. Seth Chapin late of Hatfield in s^d County
 yeoman Dfts in a plea of the Case for that the said Seth Chapin
 at said Hatfield on the fifteenth day of May last past by his
 note of that date for value received promised the said Warner
 to pay him the sum of two pounds fourteen shillings lawful
 money on demand with the lawful Interest of the same sum
 untill paid. Yet the said Chapin tho often thereto requested
 has never performed his said promise but neglects and refuses to
 do it to the damage of the said Warner five pounds. the Plt.
 appears by Elisha Porter Esq. his Att. And the said Chapin
 being three times publicly called makes default of appear-
 ance here therefore it is considered by the Court that the
 said Warner do recover against the said Chapin two pounds
 seventeen shillings and ten pence lawful money damages
 and Cost of suit taxed at two pounds and four pence and
 thereof he may have his Ex. — Ex. is. 19th Septemb. 1772. —

Smith
 vs
 Gaylord
 No 18

Silas Smith of South Hadley in the County of Hampshire
 yeoman Plt. vs. Elishalet Gaylord late of South Hadley s^d
 yeoman Dfts in a plea of the Case for that the said Elishalet
 at said South Hadley on the twenty fifth day of May last
 past by his note of that date for value received promised
 the said Silas to pay him the sum of six pounds lawful
 money on demand with the lawful Interest of the same
 sum untill paid. Yet the said Elishalet tho often thereto

requested hath never performed his said promise but neglects it to the damage of the said Smith seven pounds. the P^{lt}. appears by Elisha Porter Esq. his att^r. and the said Elishalet being three times publicly called doth not come into Court but makes default of appearance here therefore it is considered by the Court that the said Silas do recover against the said Elishalet four pounds nine shillings and one penny lawful money damages and cost of Court taxed at one pound fifteen shillings and thereof he may have his execution Ex. is. 24th Novemb^r. 1772.

Jacob Warner of Amburst in the County of Hampshire yeoman P^{lt}. vs. James Hendrick late of said Amburst yeoman Deft. in a plea of the Case for that the said James at said Amburst on the twenty ninth day of October 1770 by his Note of that date for value received promised the said Jacob to pay him the sum of sixty six pounds thirteen shillings and four pence lawful money within one year from the ninth day of July then next after the date of the same Note with the lawful Interest of the same sum from and after the said ninth day of July untill paid yet the said James the often requested and tho the time of payment of the said sum is long since past has never performed his said promise but neglects it to the damage of the said Jacob sixty eight pounds. the P^{lt}. appears by Elisha Porter Esq. his att^r. and the said James tho three times publicly called doth not come but makes default of appearance here therefore it is considered by the Court that the said James do recover against the said Jacob fifty eight pounds one shilling and nine pence lawful money damages and cost of suit taxed at one pound fourteen shillings and eight pence. After all which the said James in his own person comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Springfile within and for the County of Hampshire on the fourth Tuesday of Septemb^r. next and he recognises with sureties according to Law to prosecute his appeal with effect as by the said Recognizance on file appears.

Daniel Nash of South Hadley in the County of Hampshire Gent^l man P^{lt}. vs. John Hillyer late of South Hadley aforesaid Labourer Deft. in a plea of the Case for that the said John at said South Hadley on the twenty third day of March last past by his Note of that date for value received promised the said Daniel to pay him fifty two shillings and three pence lawful money on demand with the lawful Interest of the same sum untill paid yet the said John the often requested hath never performed his said promise but neglects it to the damage of the said Daniel four pounds. the P^{lt}. appears by Elisha Porter Esq. his att^r. and the said John tho three times publicly called makes default of appearance here therefore it is considered by the Court that the said Daniel do recover against the said John two pounds thirteen shillings and seven pence lawful money damages and cost of Court taxed at one pound fifteen shillings and thereof &c. Ex. is. 24th Novemb^r. 1772.

Wait &c
vs
Ludden
N^o 21

Benjamin Wait the second of that name of Hatfield in the County of Hampshire yeoman and Elisha Wait of the same Hatfield yeoman Plt^s vs. Seth Ludden late of Williamsburgh in said County yeoman Def^t. in a plea of the Case for that the said Seth at said Hatfield on the twenty seventh day of April 1771 by his note of that date for value received promised the said Benjamin and Elisha to pay them the sum of twenty pounds lawful money by the twenty eighth day of March 1772 with the lawful Interest of the same sum untill paid yet the said Seth the often requested has never performed his said promise but neglects it to the damage of the said Benjamin and Elisha twenty five pounds. the Plt^s appear by Elisha Porter Esq. their Att^y and the said Seth the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Benjamin and Elisha do recover against the said Seth, twenty one pounds twelve shillings and four pence lawful money damages and Cost of Suit taxed at one pound nineteen shillings and ten pence and thereof &c. &c. is. 7th Decemb^r. 1772. —

Bardwell
vs
Nurse
N^o 22

Jonathian Bardwell of Belberrtown in the County of Hampshire yeoman Plt. vs. Francis Nurse of Warrimble in said County yeoman Def^t. in a plea of the Case wherein the said Jonathian complains that whereas at said Belberrtown on the fourteenth day of January 1772 a certain discourse arose between the said Jonathian and the said Francis about a Negro man named Robbin which he bought of the said Francis and which the said Francis falsely affirmed to the said Jonathian was well and sound that nothing ailed him but a Cold that Doct^r Stone of Palmer said he could make him a well Negro within a week that he was a good Negro for a husbandman that he could do all sorts of husbandry business that he was well worth fifty three pounds and that he could not afford to sell him under that price, by means of which affirmations the said Jonathian was induced to and did there and there buy the same Negro of the said Francis for fifty three pounds and then and there paid the said Francis the said fifty three pounds for the same — and the said Jonathian in fact says that at the time of the said affirmations and the said Jonathian's buying the said Negro. the same Negro was infirm, diseased, unable to labour, unfit for any business, incapable of recovering health, and of very little value. all which the said Francis well knew, but intending to deceive and defraud the said Jonathian, in this behalf the said Francis made the said false affirmations to the said Jonathian knowing the same to be wholly false by means whereof the said Jonathian says he has suffered great injury and paid to much expence all which is to the damage of the

said Jonathan forty pounds. the Plt. appears by Simon Strong Esq. his Att. and the said Francis by Joseph Hawley Esq. his Att. comes and defends &c and says that he is not guilty in manner and form as against him in the Writ is alleged and thereof puts himself on the Country. And the sd Jonathan likewise. thereupon the Jurors of the Jury agreeable to the form and effect of the Statutes in this Case made and provided now at this time returned and impanelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their Oaths that the said Francis is guilty in manner and form as against him is alleged ^{the Damages of this Jonathan to} and ~~assess damages at~~ thirty one pounds thirteen Shillings and four pence ~~and costs~~. Therefore it is considered that the said Jonathan do recover against the said Francis thirty one pounds thirteen Shillings and four pence lawful money damages and Costs of Court taxed at Eight pounds two Shillings and four pence. And now the said Francis appeals from the Judgment of this Court to the Superior Court of Judicature &c. next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb^r. next and he Recognizes with Sureties according to Law to prosecute his said appeal with effect as by his said Recognizance on file may be seen.

Nathan Dickinson of Amherst in the County of Hamp- Dickinson
shire yeoman Plt. vs. Oliver Gaylord of South Hadley in Gaylord
said County yeoman Def. in a plea of the Case for that No 23
said Oliver at said Amherst on the twenty eighth day of August 1771 by his Note for value received premised said Nathan to pay him the Sum of Eleven pounds one penny lawful money on demand with lawful Interest for the same till said yet said Oliver the often requested hath never paid the same or any part thereof but neglect it to the damage of the said Nathan fourteen pounds. the Plt. appears by Simon Strong Esq. his Att. and the said Oliver being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Nathan do recover against the said Oliver Eleven pounds thirteen Shillings and four pence lawful money damages and Cost of Suit taxed at one pound sixteen Shillings and six pence and thereof he may have his Ex. Ex. is. 25th January 1773

Zachus Coaker of Shutesbury in the County of Hamp- Coaker
shire Gent. Plt. vs. Edward Howe late of Sudbury in the Howe
County of Middlesex Gent. Def. in a plea of the Case for No 24
that said Edward at said Shutesbury on the ninth day of May 1769. by his Note of that date for value received premised said Zachus to pay to him or his Order Eight

Grother
vs
Howe
N^o 24 } Eighteen pounds Seventeen shillings and six pence law-
ful money on demand with lawful Interest for the same
till paid Yet said Edward the often requested hath never paid
the same or any part thereof but neglects it to the damage of
the said Lauchus twenty five pounds. the Plt. appears by Simons
Strong Esq. his Att. and the said Edward being three times pub-
licly called to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court that
the said Lauchus do recover against the said Edward twenty two
pounds twelve shillings and eight pence lawful money-
damages and Cost of Court taxed at two pounds Eleven shil-
lings and eight pence and therefore. Ex. is. 1st Octob. 1772 -

Bucher
vs
Fairchild
N^o 25 } Eliphabet Bucher of NewHaven in the County of NewHaven
and Colony of Connecticut Gent. Plt. vs Robert Fairchild
of NewHaven aforesaid yeoman Def. in a plea of the Case
for that the said Robert at said Springfield on the last day of -
May 1772 owed the said Eliphabet the sum of thirty three
pounds lawful money for sundry articles of account according
to the account annexed to the Writ, and then and there in
Consideration thereof promised the said Eliphabet to pay
him the same sum on demand, and thereof afterwards by
the several articles of Credit contained in the same account the
said Robert paid thirteen pounds and no more the residue
thereof to wit the sum of twenty pounds the said Robert hath
never paid or any part thereof but neglects it to the damage
of the said Eliphabet thirty pounds. the Plt. appears by Simons
Strong Esq. his Att. and the said Robert living out of the Province
it is considered that this action be continued and the said Parties
accordingly have a day before the Lord the thing here untill
the second Tuesday of Novemb^r next following said last Tues-
day of August aforesaid.

Wright
vs
Oliver
N^o 26 } James Wright of Pelham in the County of Hampshire yeoman
Plt. vs William Oliver late of Haverhill in the County of Wor-
cester yeoman Def. in a plea of the Case for that said William
at said Pelham on the twenty third day of March 1772 by his
note for value received promised said James to pay him the sum
of three pounds and five shillings lawful money within two -
months from and after the date of the same note with lawful
Interest for the same till paid Yet said William the often requested
hath never paid the same or any part thereof but neglects it
to the damage of the said James five pounds. the Plt. appears
by Simons Strong Esq. his Att. and the said William the three
times solemnly called to come into Court doth not come
but makes default of appearance here therefore it is considered
by the Court that the said James do recover against the said
William the sum of three pounds six shillings and
seven pence of lawful money damages and Cost of
Court taxed at two pounds and ten pence and thereof -
he may have his Ex. Ex. is. 1st Octob. 1772 -

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 Moses Warner of Amherst in the County of Hampshire yeoman
 Plt. vs Jonathan Nye of Hardwich in the County of Worcester
 yeoman Deft. in a plea of the Case for that said Jonathan at said
 Amherst on the first day of January 1771 by his note of that
 date for value received promised said Moses to pay him nine
 pounds and ten shillings lawful money by the first day of
 June then next with lawful Interest for the same till paid
 also for that said Jonathan at said Amherst on the same day
 and year owed the said Moses four shillings and three pence
 lawful money for divers articles of account contained in the list
 annexed to the Writ and then and there in consideration
 thereof promised said Moses to pay him the same on de-
 mand. Yet said Jonathan the often requested hath never per-
 formed either of his said promises but neglects it to the da-
 mage of the said Moses fourteen pounds. the Plt. appears
 by Simon Strong Esq. his Att. and the said Jonathan be-
 ing three times solemnly called to come into Court doth not
 come but makes default of appearance here therefore it is
 considered by the Court that the said Moses do recover against
 the said Jonathan ten pounds three shillings and nine
 pence lawful money damages and Cost of Court taxed
 at one pound nineteen shillings and four pence and thereof
 he may have his Exec. Iss. 11th Septemb^r 1772.

Abraham Hill of Shutesbury in the County of Hamp-
 shire Clerk Plt. vs. Joseph Wheeler late of Shutesbury aforesd.
 yeoman Deft. in a plea of the Case for that said Joseph at
 Springfield on the twenty third day of January 1770 by
 his note of that date for value received promised said Abraham
 to pay him or his Order four pounds eight shillings and
 eight pence lawful money on demand with lawful Interest
 for the same till paid. Yet said Joseph the often requested hath ne-
 ver paid the same or any part thereof but neglects it to the da-
 mage of the said Abraham six pounds. the Plt. appears by Simon
 Strong Esq. his Att. and the said Joseph being three times
 publicly called to come into Court doth not come but makes
 default of appearance here therefore it is considered by the Court
 that the said Abraham do recover against the said Joseph five
 pounds and two shillings lawful money damages and Cost
 of Court taxed at two pounds five shillings and four pence
 and now at this time the said Joseph by Elisha Porter Esq.
 his Att. comes here and appeals from the Judgement of this
 Court to the Superior Court of Judicature next to be hold-
 en at Springfield within the County of Hampshire and for
 the Counties of Hampshire and Berkshire on the fourth Tues-
 day of Septemb^r next and he recognises with Sureties as the
 Law directs for the said Josephs prosecuting his said Appeal with
 effect as by the said Recognizance on file appears.

Nathaniel Smith of Amherst in the County of Hamp-
 shire Physician Plt. vs. David Powers of Greenwich in said
 County Gent. Deft. in a plea of the Case for that said David at
 No 29

Smith
vs
Powers
N^o 29 } at said Amhurst on the twentieth day of June A^o 1769 by his
note of that date for value received promised said Nathaniel
to pay him six pounds twelve shillings lawful money
on demand with lawful Interest for the same till paid.
also for that said David at said Amhurst on the last day
of December A^o 1768 owed the said Nathaniel the sum of two
pounds thirteen shillings lawful money for sundry articles
of account according to the account annexed to the writ
and then and there in consideration thereof promised said
Nathaniel to pay him the same sum on demand. Yet said
David tho often requested hath never performed his said pro-
mises or either of them but neglects it to the damage of the
said Nathaniel fourteen pounds. The Plt. appears by Simon
Strong Esq. his Att^y and the said David being three times
publicly called doth not come but makes default of ap-
pearance here therefore it is considered by the Court that
the said Nathaniel do recover against the said David twelve
pounds sixteen shillings and nine pence lawful money
damages and Cost of Court taxed at one pound nineteen
shillings and six pence and thereof he may have his Ex-
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Boltwood
vs
Shepherd
N^o 30 } Solomon Boltwood of Amhurst in the County of Hampshire
yeoman Plt. vs. Willard Shepard yeoman and Daniel Tracy
yeoman both of Gageborough in the County of Berkshire
and Josiah Lawrence living on a Tract of Land called Ashuelot
Equivolent in said County of Berkshire yeoman Def^s in
a plea of the Case for that said Willard Daniel and Josiah
at said Amhurst on the seventh day of May A^o 1772 by their
Joint Note under their hands for value received promised S.
Solomon to pay him or his Order the sum of twenty six
pounds eighteen shillings and nine pence lawful money
by the first day of August then next with lawful Interest for
the same till paid. Yet neither said Willard Daniel and
Josiah or either of them tho often requested have ever paid
the same or any part thereof but neglect and refuse to do
it to the damage of the said Solomon thirty pounds. The Plt
appears by Simon Strong Esq. his Att^y and ~~the~~ it is Consi-
dered by the Court that this action be continued and according
ly the said parties have a day before the Lord the thing here
untill the second Tuesday of Novemb^r next following said last
Tuesday of August aforesaid.

Hendrick
vs
Jones
N^o 31 } James Hendrick of Amhurst in the County of Hampshire
yeoman Plt. vs. Aaron Jones of Templeton in the County
of Worcester Gent. in a plea of the Case for that said Aaron
at said Amhurst on the ninth day of July A^o 1770 by his Note
of that date for value received promised said James to pay him

or his Order the sum of sixty six pounds thirteen shillings and four pence within two years from the same date with lawful Interest for the same till paid Yet said Aaron the often requested hath never paid the same or any part thereof but neglects it to the damage of the said James twenty eight pounds the Plt. appears by Simon Strong Esq. his att. and the said Aaron the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said James do recover against the said Aaron twenty five pounds five shillings and four pence lawful money damages and Cost of Court taxed at two pounds two shillings and four pence and thereof he may have his Ex. Ex. is. 11th Septemb^r. 1772.

Solomon Boltwood of Amherst in the County of Hampshire Gent^r Plt. vs. Willard Shepard of Gage borough in the County of Berkshire yeoman Def^t. in a plea of the Case for that said Willard at said Amherst on the Eleventh day of August 1770 by his Note for value received promised the said Solomon to pay him or his Order thirty five pounds Eleven shillings and ten pence lawful money on demand with lawful Interest for the same till paid Yet said Willard the often requested hath never paid the same or any part thereof but neglects it to the damage of the said Solomon forty five pounds. the Plt. appears by Simon Strong Esq. his att. and the said Willard the three times solemnly called doth not come but makes default of appearance here therefore it is considered by the Court that the said Solomon do recover against the said Willard thirty seven pounds seventeen shillings lawful money damages and Cost of Court taxed at two pounds two shillings and eight pence and thereof H. Ex. is. 12th Septemb^r. 1772.

William Boltwood of Amherst in the County of Hampshire Gent^r Plt. vs. Josiah Dunbar of Pelham in said County Gent^r Def^t. in a plea of the Case for that said Josiah at s^d Amherst on the twenty eighth day of December 1769 by his Note of that date for value received promised one Solomon Boltwood to pay him or his Order five pounds twelve shillings and six pence by the first day of April 1772 with lawful Interest therefor untill paid and afterwards to wit on the twentieth day of July 1772 at said Amherst the said Solomon by Indorsement in writing on the same Note ordered the contents of said Note then wholly due and unpaid to be paid to the said William or his Order for value received whereof the said Josiah then and there had notice and so became liable to pay the same contents to the said William according to the tenor of the same Note and of the same Indorsement thereon and then and there in Considerations thereof promised the said William to pay him the same accordingly. Yet the said Josiah the often requested hath never paid the same or any part thereof

Boltwood
vs
Dunbar
N^o 33 } thereof but neglects it to the damage of the said William nine
pounds the Plt. appears by Simon Strong Esq. his att^r. and the said
Josiah the three times solemnly called to come into Court doth not
come but makes default of appearance here therefore it is consid-
ered by the Court that the said William do recover against the
said Josiah six pounds two shillings and seven pence law-
ful money damages and Cost of Court taxed at one pound
nineteen shillings and six pence and thereof. Ex. is. 24th Novemb^r. 1772.

Edson
vs
Orcutt
N^o 34 } Obed Edson of Ashfield in the County of Hampshire yeoman Plt.
vs. Simon Orcutt of Greenwich in said County yeoman Deft.
in a plea of the Case for that said Simon at said Springfield on
the twelfth day of December 1770 by his Note of that date
for value received promised said Obed to pay him or his Order
four pounds two shillings lawful money on or before the first
day of April then next with lawful Interest for the same till
paid. Yet said Simon the often requested hath never paid the
same or any part thereof but neglects it to the damage of the
said Obed six pounds. the Plt. appears by Simon Strong Esq. his
att^r. and the said Simon Orcutt. being three times nobly
called to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court that
the said Obed do recover against the said Simon four pounds
ten shillings and five pence lawful money damages and Cost
of Court taxed at two pounds two shillings and four pence
and thereof he may have his Ex. Ex. is. 25th Septemb^r. 1772—

Belding
vs
Cunningham
N^o 35 } Herchiah Belding of Amherst in the County of Hampshire
yeoman Plt. vs. Jonathan Cunningham of Oakham in the
County of Worcester yeoman Deft. in a plea of the Case for that
said Jonathan at said Amherst on the twentieth day of Septemb^r.
1770 by his Note for value received promised said Herchiah
to pay him five pounds eight shillings lawful money with-
in three months from the same date with the lawful In-
terest for the same from and after said time of pay ment-
till paid. Also for that said Jonathan at said Amherst on the twen-
ty eighth day of the same Septemb^r. by his other Note of that
date for value received promised said Herchiah to pay to him
five pounds twelve shillings and six pence lawful money
within three months from the same date with the lawful
Interest of the same from the end of the said three months-
till paid. Also for that said Jonathan at said Amherst on the
first day of January 1771 by his Note of that date for value
received promised said Herchiah to pay him four pounds
fourteen shillings and six pence lawful money within three
months from the same date with lawful Interest from &
after said three months till paid. Also for that said Jonathan
at said Amherst on the Eleventh day of the same January
by his other Note of that date for value received promised
said Herchiah to pay him eight pounds and nine shillings
lawful money within three months from the same date

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with lawful Interest for the same from and after the end
of the same three months untill paid. yet the said Jonathan
the often requested hath never performed his said promises
neither of them nor ever paid the contents of either of said
notes or any munny thereof but neglects it to the damage
of the said Hershiah twenty seven pounds. the Plt. appears
by Simon Strong Esq. his att. and the said Jonathan the three
times publicly called makes default of appearance here therefore
it is considered by the Court that the said Hershiah do re-
cover against the said Jonathan twenty two pounds five shil-
lings and six pence two farthings lawful money damages
and cost of Court taxed at two pounds and eight pence and
thereof he may have his Ex. Ex. is? 11th Septemb^r 1772.

Oliver Gaylord of South Hadley in the County of Hampshire
yeoman Plt. vs. Oliver Taylor of South Hadley aforesaid
yeoman Deft. in a plea of the Case for that said Taylor at
said Springfield on the twenty second day of November
1771 by his Note for value received promised s^d Gay-
lord to pay him three pounds and eight pence lawful mo-
ney on demand with lawful Interest for the same till
paid yet said Taylor the often requested hath never paid
the same or any part thereof but neglects it to the damage
of the said Gaylord five pounds. the Plt. appears by Simon
Strong Esq. his att. and the said Taylor the three times pub-
licly called to come into Court doth not come but makes de-
fault of appearance here therefore it is considered by the
Court that the said Gaylord do recover against the said Tay-
lor three pounds three shillings and four pence one farthing
lawful money damages and cost of Court taxed at one pound
thirteen shillings and two pence and thereof he may have
his Execution. Ex. is? 24th Novemb^r 1772.

Gaylord
vs
Taylor
N^o 36

Ebenezer Darwin of Granby in the County of Hampe-
shire yeoman Plt. vs. Moses Campbell of Greenwich in
said County yeoman Deft. in a plea of the Case for that
said Moses at said Granby on the fifteenth day of Octob^r
1771 by his Note of that date for value received promised said
Ebenzer to pay and deliver to him four thousand of Merchant
able yellow pine boards worth forty shillings by the thou-
sand at the dwelling house of John Witt in said Granby on
or before the last day of June then next and said Ebenzer
says he was always ready at said place of delivery to receive the
same boards of the said Moses yet the said Moses the often re-
quested hath never performed his said promise but neglects it
to the damage of the said Ebenzer eight pounds. the Plt. ap-
pears by Simon Strong Esq. and the said Moses the three
times publicly called makes default of appearance here
therefore it is considered by the Court that the said Ebenzer
do recover against the said Moses five pounds seven shillings
and ten pence lawful money damages and cost of Court taxed
at one pound 16¹/₄ and thereof may have Ex. Ex. is? 10th Septemb^r 1772

Darwin
vs
Campbell
N^o 37

Bardwell
vs
Rogers
N^o 38 } Jonathan Bardwell of Belchertown in the County of Hamp-
shire yeoman Plt. vs. William Rogers of Greenwich in s.
County yeoman Def. in a plea of the Case for that said
William at said Springfield on the seventeenth day of June
1770 by his Note for value received promised said Jona-
than to pay him ten pounds ten shillings lawful money
on the first day of May then next and the lawful Interest
of the same from the first day of November then next till
paid Yet said William the often requested hath never paid
the same or any part thereof but neglects it to the damage
of the said Jonathan fourteen pounds the Plt. appears by
Simcon Strong Esq. his att. and the said William the three
times publicly called makes default of appearance here-
therefore it is considered by the Court that the said Jonathan
do recover against the said William Eleven pounds and five
pence lawful money damages and Cost of Court taxed
at One pound nineteen shillings and four pence and thereof.

Nurse
vs
White
N^o 39 } Francis Nurse of Warwich in the County of Hampshire-
yeoman Plt. vs. Thomas White the second of South Hadley
in said County yeoman Def. in a plea of the Case for that
the said Thomas at said Springfield on the first day of May
last past by his Note for value received promised said Francis
to pay him or his Order three pounds ten shillings and
three pence lawful money within three months then next
ensuing and the lawful Interest of the same till paid. Yet s.
Thomas the often requested hath never paid the same or any
part thereof but neglects it to the damage of the said Francis
six pounds. the Plt. appears by Simcon Strong Esq. his att.
and the said Thomas the three times publicly called doth not
come but makes default of appearance here therefore it is -
considered by the Court that the said Francis do recover against
the said Thomas three pounds Eleven shillings and seven pence
lawful money damages and Cost of Suit taxed at two pounds five
shillings and six pence and thereof &c. Ex. is. 1st Octob. 1772. -

Dubinson
vs
Hawkes
N^o 40 } Obadiah Dubinson of Hatfield in the County of Hampshire
Gent. Plt. vs. Martha Hawkes of Duxfield in said County Widow
Def. in a plea of the Case for that said Martha at said Hatfield
on the twenty sixth day of July 1769 by her note for value re-
ceived promised said Obadiah to pay him or his Order Eighteen
pounds eight shillings lawful money on demand with
lawful Interest annually thenfor until paid. Yet said Martha
the often requested hath never paid the same or any part thereof
but neglects to do it to the damage of the said Obadiah twenty
five pounds. the Plt. appears by Simcon Strong Esq. his att.
and the said Martha the three times publicly called makes
default of appearance here therefore it is considered that the
said Obadiah do recover against the said Martha twenty one
pounds sixteen shillings and five pence lawful money da-
mages and Cost of Court taxed at two pounds and four pence
and thereof he may have his Ex. Ex. is. 11th Septemb. 1772. -

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John Marshall of South Hadley in the County of Hampshire
yeoman Plt. vs. Zebadiah Allis of Montague in said County
yeoman Deft. in a plea of the Case for that said Zebadiah
at said Montague on the twenty third day of January 1771.
by his Note for value received promised said John to pay him
the sum of two pounds seven Shillings and one penny lawful
money on demand with lawful Interest for the same untill
paid yet the said Zebadiah the often requested hath never paid
the same or any part thereof but neglects it to the damage
of the said John five pounds. the Plt. appears by Simons
Strong Esq. his Att. and the said Zebadiah the three times pub-
licly called to come makes default of appearance here therefore
it is considered by the Court that the said John do recover a-
gainst the said Zebadiah two pounds seven Shillings and
one penny lawful money damages and Cost of Court
taxed at One pound Twentyn Shillings and four pence
and thereof he may have his Ex. Ex. is: 11th Septemb. 1772.

Marshall
vs
Allis
N^o 111

John Marshall of South Hadley in the County of Hampshire
yeoman Plt. vs. Elishalet Gaylord of South Hadley a forest
yeoman Deft. in a plea of the Case for that said Elishalet
at said Springfield on the twenty second day of May 1772.
by his Note of that date for value received promised said John
to pay him two pounds three Shillings lawful money with-
in one month from the date of the same Note with the
lawful Interest for the same after the expiration of the
same month untill paid yet said Elishalet the often requested
hath never paid the same or any part thereof but neglects it
to the damage of the said John five pounds. the Plt. appears by
Simons Strong Esq. his Att. and the said Elishalet being
three times publicly called makes default of appearance
here therefore it is considered by the Court that the said John
do recover against the said Elishalet two pounds three Shil-
lings and five pence lawful money damages and Costs
of Suit taxed at One pound thirtyn Shillings and six pence
and thereof he may have his Ex. Ex. is: 11th Septemb. 1772.

Idem
vs
Gaylord
N^o 112

Aaron Warner of Amherst in the County of Hampshire yeo-
man Plt. vs. David Dickinson of said Amherst yeoman Deft.
in a plea of the Case for that said David at said Amherst on
the twenty eighth day of Octob. 1771 by his Note for value
received promised said Aaron to pay him five pounds
eight Shillings and six pence lawful money on demand
with lawful Interest for the same till paid yet said David
the often requested hath never paid the same or any part
thereof but neglects it to the damage of the said Aaron eight
pounds. the Plt. appears by Simons Strong Esq. his Att. and
the said David the three times publicly called makes default
of appearance here therefore it is considered by the Court
that the said Aaron do recover against the said David the
sum of five pounds thirtyn Shillings and eleven pence
lawful money damages and Cost of Court taxed at One
pound Eighteen Shillings and two pence and thereof &c.

Warner
vs
Dickinson
N^o 113

Warner
vs
Morton
N^o 114 } Aaron Warner of Amherst in the County of Hampshire
yeoman Plt. vs. John Morton of Amherst aforesaid yeoman
Def. in a plea of the Case for that said John at s^d Am-
herst on the twenty fourth day of Feby. 1772 by his Note for
value received promised said Aaron to pay him ten pounds law-
ful money on demand with lawful Interest for the same
till paid. Yet said John the often requested hath never paid the
same or any part thereof but neglects it to the damage of the
said Aaron twelve pounds. the Plt. appears by Simeon Strong Esq.
his att^r. and the said John the three times solemnly called doth
not come but makes default of appearance here therefore it is
considered by the Court that the said Aaron do recover against
the said John ten pounds six shillings and three pence law-
ful money damages and Cost of Court taxed at one pound
eighteen shillings and thereof he may have his Ex. —

Smith
vs
Field
N^o 115 } Nathaniel Smith of Amherst in the County of Hampshire
Physician Plt. vs. John Field of said Amherst Gent^r Def. in
a plea of the Case for that said John at said Amherst on the
sixteenth day of Feby. 1767 by his Note of that date for
value received promised said Nathaniel to pay him the sum
of fourteen pounds six shillings and eight pence lawful money
on demand with lawful Interest for the same till paid yet
said John the often requested hath never paid the same or any
part thereof but neglects it to the damage of the said Nathaniel
twenty two pounds. the Plt. appears by Simeon Strong Esq.
his att^r. and the said John being three times publicly called
to come into Court doth not come but makes default of ap-
pearance here therefore it is considered by the Court that the
said Nathaniel do recover against the said John nineteen pounds
and two shillings lawful money damages and Cost of Court
taxed at one pound seventeen shillings and eight pence and
thereof he may have his Ex. — Ex. is^d 4th October 1772. —
The above named Nathaniel by a Cert^r bearing date Nov^r. 2^d. 1772 acknow-
ledges he has received satisfaction in full of this Judgment so far as it re-
spects damages, and desires it may be recorded.

Sellon
vs
M^r. Intyer
N^o 116 } John Sellon of Handwich in the County of Worcester Gent. App^r
vs. John M^r. Intyer of Murraysfield in the County of Hampshire
App^r. from the Judgment of Josiah Chauncy Esq. one of his
Majesty's Justices of the peace for said County of Hampshire at
a T^rial before him on the fourth Tuesday of August 1772
and in the twelfth year of his Majesty's reign. wherein the said
John Sellon was Plt. and the said John M^r. Intyer Def. in a plea
of the Case for that whereas the said Sellon at s^d Murraysfield on the
last of June 1772 had sold and delivered to said M^r. Intyer at
his Special Instance and request divers Goods Wares and Mer-
chandises the particulars whereof are contained in the Schedule
annexed to the Writ he the s^d M^r. Intyer then and there in con-
sideration thereof promised said John Sellon to pay him so much
money as the said Goods Wares and Merchandises were reasonably
worth on demand. and the said Sellon says the same were

reasonably worth sixteen shillings and one penny one farthing
lawful money whereof the said John M. Intyer then and
there had notice yet said Mr. Intyer the often requested hath
never paid the same or any part thereof but neglects it to
the damage of the said John Sellon thirty shillings. The par-
ties appeared and the said John M. Intyer come and defended
the force &c and said that he never promised the said Sel-
lon in manner and form as against him in the said
Sellon's writ is set forth and declared and thereof prayd
the Indgment of the said Justice, and the Ptt. likewise -
whereupon it was considered by said Justice that the Ptt.
should recover nothing of the Debt. but that the Ptt. pay
the Debt his Costs taxed at ten shillings and six pence,
from which Indgment the said Sellon appealed to this
Court &c. and now the said parties appear by their respective
att. to wit, the App. by Simeon Strong Esq. and the App. by
Joseph Hawley Esq. and pray that this action may be con-
tinued and the said Parties accordingly have a day before
the Lord the thing here untill the second Tuesday of Nov.
next following said last Tuesday of August aforesaid -

Richard Goblings of Conway in the County of Hampshire
Husbandman Ptt. vs. Jonathan Cakes of Conway aforesaid yeo-
man Debt. in a plea of the Case for that the said Jonathan at
Conway on the twenty fourth day of August 1770 by his note
for value received promised the said Richard to pay to him two
pounds Eleven shillings by the first day of May then next
with the lawful Interest of the same Sum till paid yet the
Jonathan the often requested has not paid said Sum but wholly
neglects to do it to the damage of the said Richard three pounds.
the Ptt. appears by Mr. Billings Esq. his att. and the said Jonathan
being three times solemnly called to come into Court
doth not come but makes default of appearance here therefore
it is considered by the Court that the said Richard do re-
cover against the said Jonathan two pounds fourteen
shillings and one penny two farthings lawful money
damages and Cost of Suit taxed at two pounds four shil-
lings and thereof he may have his Ex.

Collins
vs
Cakes
No 119

Fellows Billings of Sunderland in the County of Hampshire
Gent. Ptt. vs. Benjamin Rose late of Northfield in said County
yeoman Debt. in a plea of the Case for that the said Benjamin
at Sunderland aforesaid on the sixth day of June 1770
by his note of that date for value received promised the said
Fellows to pay to him or Order four pounds five shillings
and six pence lawful money on demand with the lawful
Interest of the same Sum till paid yet the said Benjamin the
often requested has not paid said Sum to the said Fellows but wholly
neglects to do it to the damage of the said Fellows six pounds.
the Ptt. appears by William Billings Esq. his att. and the said
Benjamin being three times solemnly called to come into
Court doth not come but makes default of appearance
here therefore it is considered by the Court that the s. Fellows

Billings
vs
Rose
No 50

Billings
vs
Mose
N^o 50 } Follows do recover against the said Benjamin four pounds
sixteen shillings and eleven pence lawful money damages
and Cost of Court taxed at two pounds two shillings and
ten pence and thereof *Et. Ex. is. 19th Septemb^r 1772.* —

Oaks
vs
Hawkes
N^o 51 } Jonathan Oaks of Conway in the County of Hampshire
yeoman *Plt. vs.* Simon Hawkes of Dursfield in said Coun-
ty yeoman *Def.* in a plea of the Case for that the *S. Simon*
at Conway aforesaid on the twelfth day of June 1772
by his note for value received promised the said Jonathan to
pay to him or his order four pounds sixteen shillings
and six pence on demand with Interest till paid. Yet the
said Simon the often requested has not paid said sum nor
any money thereof but wholly neglects to do it, to the da-
mage of the said Jonathan five pounds. the *Plt.* appears
by William Billings Esq. his *Att.* and the said Simon the
three times publicly called to come into Court comes not but
makes default of appearance here therefore it is considered
by the Court that the said Jonathan do recover against the
said Simon four pounds sixteen shillings and nine
pence lawful money damages and Cost of Court taxed at
two pounds two shillings and six pence and thereof he
may have his *Ex.* — *Et. Ex. is. 21st Octob^r 1772.* —

Meriman
vs
Mighill
N^o 52 } Abel Meriman of Conway in the County of Hampshire yeo-
man *Plt. vs.* Asahel Mighill of Conway aforesaid yeoman *Def.*
of a plea that he render to him fifteen pounds of the lawful mo-
ney of this Province which he owes to him and unjustly de-
tains for that to wit that whereas the aforesaid Asahel at Spring-
field aforesaid on the third day of Octob^r 1769 by his certain
writing obligatory sealed with the seal of the said Asahel and
here shewn to the Court of our said Lord the now thing and
dated the same day and year, acknowledged himself to be
held and firmly bound to the said Abel in the aforesaid sum
of fifteen pounds to be paid to the said Abel when he should
be thereunto required, yet he the said Asahel the often required
hath not yet paid the aforesaid fifteen pounds to the said Abel
but hath wholly denied and still doth deny to pay it to him
to the damage of the said Abel sixteen pounds. the Parties appear
by their respective *Att.* viz the *Plt.* by William Billings Esq.
his *Att.* and the said Asahel by Joseph Hawley Esq. his *Att.* and
move for a continuance of this action and the said parties
accordingly have a day before the Lord the thing here untill
the second Tuesday of Novemb^r next following said last Tues-
day of August aforesaid.

Arms
vs
Mitchel
N^o 53 } Jonathan Arms of Dursfield in the County of Hampshire
Smith *Plt. vs.* Abner Mitchel of Dursfield aforesaid yeoman
and Joseph Mitchel of Dursfield in *S. County* yeoman *Def.*
in a plea of the Case for that the said Abner and Joseph at
Dursfield aforesaid on the Eleventh day of July 1765 by
their Note for value received jointly and severally promised

the said Jonathan to pay to him or his Order thirteen pounds eight shillings and four pence lawful money to be paid the Eleventh day of July 1766 with the lawful interest of the same till paid yet the said Abner and Joseph neither of them have never paid said sum tho often requested, but wholly neglect to do it to the damage of the said Jonathan twenty one pounds the Plt. appears by William Billings Esq. his Att. and the said Deft. the three times publicly called to come make default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Abner and Joseph nineteen pounds three shillings and seven pence lawful money damages and Cost of Court taxed at two pounds seven shillings and thereof he may have his Ex. —

Jonathan Fisher of Woburn in the County of Northampton Plt. vs. Abel Meriman of Conway in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Abel at Springfield aforesaid on the nineteenth day of August 1771 by his Note for value received promised the said Jonathan to pay to him or Order the sum of six pounds ten shillings within six months from the date of s^d. Note yet the said Abel tho often requested has not paid said sum nor any money thereof but wholly neglects to do it. to ~~the~~ ^{the} damage of the said Jonathan seven pounds. the Plt. appears by William Billings Esq. his Att. and the said Abel being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Abel six pounds four shillings and two pence one farthing lawful money damages and Cost of Court taxed at two pounds and four shillings and thereof he may have his Exactions. Ex. is. 4th Octob^r. 1772. —

Samuel Graham of Sunderland in the County of Hampshire Cordwainer Plt. vs. John Cook of Conway in said County yeoman Deft. in a plea of the Case for that the said John at Conway aforesaid on the sixteenth day of December 1771 by his Note for value received promised one Aaron How to pay to him or Order five pounds on or before the first day of June next ensuing the date of s^d. Note with interest from the date of said Note till paid and the said five pounds being unpaid he the said Aaron afterwards to wit the same day and year last above mentioned. at Conway aforesaid Indorsed that Note with his own proper hand thereto subscribed and thereby appointed the contents of the same Note to be paid to the said Samuel value received. whereof the said John afterwards to wit the same day and year at Conway aforesaid had Notice by reason of the promiss the same John was and became liable to pay to the said Samuel the same sum of money according to the Tenor of the Note aforesaid and being so liable the said Samuel afterwards to wit the same day and year aforesaid at Conway aforesaid promised the s^d. Samuel in

Graham
vs
Cook
N^o 55 } in consideration thereof to pay him the same sum accord-
ing to the Tenor of the note aforesaid. yet the D. John
the often requested has not paid said sum but neglects it to
the damage of the said Samuel six pounds. the Ptt. appears
by William Billings Esq. his Att. and the said John the
three times publicly called to come into Court doth not come
but makes default of appearance here therefore it is Consi-
dered by the Court that the said Samuel do recover against
the said John five pounds four shillings and two pence
two farthings lawful money damages and Cost of Court
taxed at two pounds two shillings and six pence and thereof
he may have his Ex. — Ex. is. 5th Septemb. 1772. —

Billings
vs
Fuller
N^o 56 } Fullows Billings of Sunderland in the County of Hampshire
Exent. Ptt. vs. Shubal Fuller of Montagu in the County of
Hampshire aforesaid husbandman Deft. in a plea of the
Case for that the said Shubal at Sunderland aforesaid on the
last day of July last past was indebted to the said Fullows in the
sum of two pounds three shillings and five pence lawful money
for sundry Articles of Book Account according to the Account annexed
to the Writ and there and there in consideration thereof the said
Shubal promised the said Fullows to pay to him the same sum
on demand. also for that the said Shubal at said Sunderland on
the day above. in consideration that the said Fullows before
that time at the request of the said Shubal sold and delivered to
him sundry other goods and Merchandises asurned on himself
and to the said Fullows then and there promised to pay him as
much money as the said goods and Merchandises were worth
and the said Fullows in fact saith that the goods and Merchand-
ises above mentioned at the time of the sale and delivery of the
same at said Sunderland were reasonably worth another sum
of two pounds lawful money whereof the said Shubal had then
and there notice yet the said Shubal the often requested hath
not performed his promises or either of them made as above. —
but refuses to do it to the damage of the said Fullows three
pounds. the Ptt. appears by William Billings Esq. his Att. and
the said Shubal the three times publicly called to come into Court
makes default of appearance here therefore it is considered by the
Court that the said Fullows do recover against the said Shubal
two pounds three shillings and five pence lawful money da-
mages and Cost of Suit taxed at two pounds two shillings and
six pence and thereof he may have his Ex. Ex. is. 14th Septemb. 1772.

Thellogg
vs
Gould
N^o 57 } Martin Thellogg of Amburst in the County of Hampshire
yeoman Ptt. vs. Samuel Gould of Amburst aforesaid Comen-
ter Deft. in a plea of the Case for that said Samuel at said
Amburst on the second day of August 1770 by his note
for value received promised the said Martin to pay to him the
sum of nine pounds in neat Cattle by the first of Decemb.
then next or by the first day of May then next at the mar-
ket price for six months credit. meaning at the price that

Cattle are sold for Money paid ~~three~~^{six} months after the sale yet the said Samuel the often requested has not paid said sum in cattle as aforesaid the the said Martin was always ready to receive them at Amherst aforesaid neither hath the said Samuel in any manner satisfied the said sum to the said Martin but hath neglected and still neglects to do it to the damage of the said Martin ten pounds the Plt. appears by William Billings Esq. his att. and the said Samuel the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Martin do recover against the said Samuel nine pounds three shillings and six pence lawful money damages and Cost of Court taxed at one pound sixteen shillings and ten pence and thereof he may have his Ex. Ex. is. 19th Septem^r 1772.

John Indden of Dursfield in the County of Hampshire Husbandman Plt. vs. Joseph Gattlin of Conway in said County Husbandman Def. in a plea of the Case for that the said Joseph at Dursfield aforesaid on the fourteenth day of August 1769 by his Note for value received promised the said John to pay to him or Order the sum of two pounds lawful money on demand with lawful Interest for the same till paid yet the said Joseph the often requested has not paid said sum to the said John but neglects to do it to the damage of the said John three pounds. the Plt. appears by William Billings Esq. his att. and the said Joseph the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said John do recover against the said Joseph two pounds seven shillings and three pence lawful money damages & Cost of Court taxed at two pounds three shillings and eight pence and thereof he may have his Ex. Ex. is. 28th May 1772.

Indden
vs
Gattlin
No 58

Noah Field of Northfield in the County of Hampshire Yeoman Plt. vs. Joseph Grafts of Whately in said County Yeoman Def. in a plea of the Case for that the said Joseph at Northfield aforesaid on the twentieth day of April 1772 by his note for value received promised the said Noah to pay to him the sum of six pounds with Interest after the twentieth day of July then next yet the said Joseph the often requested has not paid said sum nor any penny thereof but neglects to do it to the damage of the said Noah seven pounds the Plt. appears by William Billings Esq. his att. and the said Joseph the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Noah do recover against the said Joseph six pounds and nine pence lawful money damages and Costs of Court taxed at three pounds four shillings and ten pence and thereof he may have his Ex. Ex. is. 6th Octob^r 1772.

Field
vs
Grafts
No 59

Israel Hubbard of Sunderland in the County of Hampshire Husbandman Plt. vs. Daniel Davison of Conway in said County Yeoman Def. in a plea of the Case for that the s.

Hubbard
vs
Davison
No 60

Hubbard
vs
Davison
N^o 60 } said Daniel at Sunderland aforesaid on the first day of Octob:
1770 by his note for value received promised the said Is-
rael to pay to him or order the sum of nine pounds law-
ful money upon demand with lawful Interest till paid
yet the said Daniel the often thereto requested has not paid
the contents of said note but refuses and neglects to do it
to the damage of the said Israel ten pounds the Plt. ap-
pears by William Billings Esq his att^y and the said-
Daniel the three times publicly called to come into Court
doth not come but makes default of appearance here there-
fore it is considered by the Court that the said Israel do
recover against the said Daniel six pounds three shillings
and five pence lawful money damages and cost of Court
taxed at two pounds two shillings and six pence and
thereof he may have his Ex. Ex. is 19th Septemb^r 1772. —

Dickinson
vs
Dickinson
N^o 61 } Nathaniel Dickinson of Dursfield in the County of Hamp-
shire yeoman Plt. vs. Elias Dickinson of Conway in said
County yeoman Deft. in a plea of the Case for that the
said Elias at said Springfield on the thirty first day of July last
past by his note of that date for value received promised the
said Nathaniel to pay him the sum of twenty seven pounds
thirteen shillings and one penny lawful money on demand
with the lawful Interest of said sum till paid yet the said
Elias the often requested hath never paid the same or any
part thereof but unjustly neglects it to the damage of the
said Nathaniel thirty pounds the Plt. appears by Samuel
Bernard Gent. his att^y and the said Elias being three times
publicly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the
Court that the said Nathaniel do recover against the said Elias
twenty seven pounds fifteen shillings and nine pence law-
ful money damages and cost of Court taxed at two pounds
four shillings and one penny and thereof he may have
his Execution Ex. is 22nd Octob^r 1772. —

Frink
vs
Heaton
N^o 62 } Thomas Frink of Thene in the County of Cheshire and
Province of Northhamptshire Esq. Plt. vs. Moses Heaton of
Charlmonst in the County of Hampshire Physician Deft.
in a plea of the Case for that said Moses at said Springfield on
the fourteenth day of February 1771 by his note of that
date for value received promised the said Thomas to pay him
two pounds seven shillings lawful money on demand
with lawful Interest for the same till paid yet the said
Moses the often requested hath never paid the same or any
part thereof but unjustly neglects it to the damage of the
said Thomas four pounds the Plt. appears by Samuel
Bernard Gent. his att^y and the said Moses the three times
publicly called to come into Court makes default of appear-
ance here therefore it is considered by the Court that the
said Thomas do recover against the said Moses two pounds
seven shillings and four pence lawful money da-

damages and Cost of Court taxed at two pounds sixteen shillings and nine pence and thereof &c. Ex. 13. 19th Septm. 1772. 222

Alexander Glash of Colrain in the County of Hampshire yeoman Plt. vs. Hugh Bolton of Colrain aforesaid yeoman Deft. in a plea of the Case for that the said Hugh by the name of Hugh Bolton Junr. at said Springfield on the twenty third day of January last past by his note under his hand of that date for value received promised the said Alexander to pay him the sum of six pounds nineteen shillings and eight pence lawful money on demand with lawful Interest for the same till paid yet the said Hugh the often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Alexander nineteen pounds. The Plt. appears by Samuel Bernard Gent. his Att. and the said Hugh the three times solemnly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Alexander do recover against the said Hugh seven pounds four shillings and nine pence lawful money damages and Costs of Court taxed at two pounds Eleven shillings and nine pence and thereof he may have his Ex. - - - - -

William Glash junr. of Colrain in the County of Hampshire yeoman Plt. vs. John Henry of Colrain aforesaid yeoman Deft. in a plea of the Case for that the said John at said Springfield on the twenty second day of Novemb^r last past by his note in writing under his hand of that date for value received promised the said William by the name of William Glash to pay him the sum of twenty six pounds thirteen shillings and four pence lawful money by the first day of June then next yet the said John the often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said William thirty pounds. The Plt. appears by Samuel Bernard Gent. his Att. and the said John the three times publicly called doth not come but makes default of appearance here therefore it is considered by the Court that the said William do recover against the said John twenty five pounds five shillings and two pence lawful money damages and Cost of Suit taxed at two pounds ten shillings and four pence and thereof he may have his Executions. - - - - -

Josiah Richardson of Hare in the County of Cheshire and Prof. viner of New Hampshire Trader Plt. vs. Moses Heaton of Charlemont in the County of Hampshire Physician Deft. in a plea of the Case for that said Moses at said Springfield on the twenty ninth day of October 1770, by his promissory Note in writing under his hand of that date for value received promised the said Josiah to pay him the sum of three pounds ten shillings and ten pence lawful money on demand yet the said Moses the often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Josiah six pounds the Plt. appears by Samuel Bernard Gent. his Att. and the said Moses the three times pub-

Richardson
vs
Heaton
No 65 } publicly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the
Court that the said Jonah do recover against the said Moses
two pounds eighteen shillings and ten pence one farthing
lawful money damages and cost of Court taxed at two
pounds sixteen shillings and nine pence and thereof
he may have his Ex. Ex. is? 19th Septemb^r 1772. —

Hild
vs
Oliver
No 66 } Nathaniel Hild of Conway in the County of Hampshire
yeoman Plt. vs. Robert Oliver of Conway aforesaid yeoman
Def. in a plea of the Case for that the said Robert at said -
Springfield on the second day of October 1771 by his promise
or note in writing under his hand of that date for value
received promised the said Nathaniel to pay him twenty -
pounds lawful money at or before the first day of May
then next with lawful Interest for the same till paid. Yet
the said Robert tho often requested hath never paid the same
or any part thereof but unjustly neglects it to the damage
of the said Nathaniel twenty five pounds the Plt. appears
by Samuel Bernard Gent. his Att^r and the said Robert
tho three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
Nathaniel do recover against the said Robert twenty one
pounds two shillings lawful money damages and cost
of Court taxed at two pounds five shillings and seven pence
and thereof he may have his Ex. Ex. is? 20th Jan^y 1773.

Tally
vs
Drake
No 67 } Richard Tally of Westfield in the County of Hampshire
yeoman Plt. vs. Moses Drake of said Westfield yeoman Def.
in a plea that said Moses render to said Richard two pounds
ten shillings and five pence which to said Richard he owes
and from him unjustly detains and whereas said Richard
says that whereas at said Westfield on the twenty ninth day
of Octob^r last past certain Suits controversies, and demands had
arisen and been depending between the said Moses and Richard
for the pacifying and settling of which Suits &c. the said Moses
and Richard on the same twenty ninth day of Octob^r at said
Westfield submitted themselves to stand to the Award Order
Judgement of Samuel Mather of said Westfield Physician John
Thellogg of s^d Westfield yeoman and Bohan King of s^d Westfield
yeoman arbitrators indifferently chosen between them so
that the award should be made in a reasonable time of and
concerning the premises. and the said Richard Tally further
says that the s^d arbitrators chosen as aforesaid taking upon
themselves the charge and arbitrament afores^d afterwards
viz on the ninth day of April last past at s^d Westfield a-
warded ordered and adjudged between the said Richard &
Moses of and concerning the premises in manner and
form following viz that the said Moses should pay to the
said Richard two pounds ten shillings and five pence
on demand and that that should be as final Issue and and

Settlement of all the Suits Controversies and demands aforesd.
whereby action accrued to the said Richard to demand and
have of the said Moses the said sum of two pounds ten Shil-
lings and five pence. Nevertheless the said Moses tho often
requested hath never paid the said two pounds ten shillings
and five pence or any part thereof but unjustly neglects
to do it to the damage of the said Richard four pounds. —
the P^{lt}. being three times publicly called doth not appear
therefore is nonsuit and the said Moses comes into Court
and prays that he may be allowed his Costs therefore it
is considered that the said Moses do recover against the said
Richard his Costs taxed at nineteen shillings and six
pence and thereof he may have his Ex. Ex. is? 11th Feb^y 1773.

Curtis Spaulding of Plainfield in the County of Windham
and Colony of Connecticut yeoman P^{lt}. vs. David Bel-
cher of Gageborough in the County of Berkshire yeoman } Spaulding
Deft. in a plea of the Case &c as on file. the P^{lt}. being three } Belcher
times publicly called is non suit and the Deft. likewise defaulted. } No 68

Fellows Billings of Sunderland in the County of Hampshire
Gent. P^{lt}. vs. Nathaniel Dickinson of Birmingham in the Coun- } Billings
ty of Albany and Province of New York Physician Deft. in a } Dickinson
plea of the Case for that the said Nathaniel at Springfield aforesd. } No 69
on the twenty fourth day of August 1771 by his note for
value received promised one Aaron Burt to pay to him or
Order the sum of four pounds five shillings and ten pence
one farthing lawful money on demand with the lawful
Interest of the same sum till paid and afterwards viz on
the first day of November 1771 the said Aaron at Springfield —
aforesaid by his Indorsement in Writing on the back of
note ordered the payment of the Contents of the same
note then unpaid to be made to the said Fellows for value
received of all which the said Nathaniel then and there had
notice and so became liable to pay the Contents of the same
note to the said Fellows and in Consideration thereof the said
Nathaniel at said Springfield on the same day and year
last aforesd. promised the said Fellows to pay him the same
contents on demand. Yet the said Nathaniel tho often requested
hath not performed his promise made to the said Fellows but
refuses and neglects to do it to the damage of the said Fellows
six pounds. the P^{lt}. appears by William Billings Esq. his Att^y.
and the said Nathaniel tho three times solemnly called makes
default of appearance here therefore it is considered by the Court
that the said Fellows do recover against the said Nathaniel five
pounds five shillings and eight pence lawful money damages
and Costs of Suit taxed at two pounds four shillings and two
pence and thereof he may have his Ex. Ex. is? 5th Septemb^r 1772.

William Scott of Palmer in the County of Hampshire } Scott
Gent P^{lt}. vs. James Nivins of Greenwich in said County } Nivins
Gent. Deft. in a plea of the Case for that the said James at } No 70

Scott
vs
Nivins
No 70

at Palmer aforesaid on the seventeenth day of May. 1771 by his Note under his hand duly executed for value received promised the said Williams to pay him or Order twenty pounds lawful money to be paid on demand with Interest till paid yet the said James tho requested hath never fulfilled his said promise but neglects to do it to the damage of the said Williams twenty three pounds the P^t. appears in his own proper Person and the said James tho three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Williams do recover against the said James twenty one pounds and Eleven Shillings lawful money damages and Cost of Court taxed at One pound Eight Shillings and thereof he may have his Execution It is supposed Ex. is. at Novemb^r Court. 1772. ~~It was forgotten~~

Stewart
vs
Hall
No 71

Lemuel Stewart of Williamstown in the County of Berkshire yeoman P^t. vs. John Hall late of Williamstown in the County aforesaid yeoman now resident at Greenwich in the County of Hampshire Deft. in a plea of the Case for that said John at said Greenwich on the twenty second day of April. 1771 by his Note of that date for value received promised said Lemuel to pay him or his Order fifteen Shillings lawful money on demand with lawful Interest for the same untill paid. Also for that said John at said Greenwich on the thirtieth day of December 1771 by his Note for value received promised said Lemuel to pay him or his Order the Sum of Seven pounds four Shillings and five pence lawful money on demand with the lawful Interest for the same till paid yet said John tho often requested hath never paid the Contents of said notes or either of them or any penny thereof but neglects it to the damage of the said Lemuel nine pounds. the parties appear in their proper persons and refer these ^{and that is right in the proceedings} Cases with all other demands subsisting between them to the final determination and award of David Noble Abner Chaffee and James Mearns all of Williamstown aforesaid or any two of them Arbitrators mutually Chosen by the said parties to be determined by them in Equity, and they agree that such determination shall be final as well with respect to their other demands as to the said Actions, their award and determination respecting each Action to be distinctly and Separately expressed, and their award respecting their other said demands to be Separately determined and expressed and they agree that neither party shall Appeal from the Judgment that may be rendered upon their Award aforesaid and that Execution shall issue accordingly and the said Parties have a day accordingly before the Lord the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid.

Idem
vs
Gundem
No 72

Lemuel Stewart of Williamstown in the County of Berkshire yeoman P^t. vs. John Hall late of Williamstown aforesaid now

resident at Greenwich in the County of Hampshire yeoman
 Deft. in a plea of the Case for that whereas the said Samuel at
 Greenwich on the tenth day of April 1772 had sold and deli-
 vered to the said John at his Special Instance and request
 one Pot Ash Thistle he the said John in consideration thereof pro-
 mised said Samuel to pay him therefor so much money
 as the said Thistle was reasonably worth on demand and
 said Samuel says the same Thistle was reasonably worth the
 sum of twelve pounds lawful money whereof the said
 John then and there had notice — also for that said John
 at said Greenwich on the same day and year owed the
 said Samuel two pounds seven shillings lawful money
 for so much money by said Samuel for said John at his
 Special Instance and request there before that time paid out
 and expended and then and there in consideration thereof
 promised said Samuel to pay him the same sum on demand.
 also for that said John at said Greenwich on the same day
 and year owed the said Samuel the sum of eleven pounds
 ten shillings and eight pence lawful money to balance
 book acct. and then and there in consideration thereof pro-
 mised said Samuel to pay him the same sum on demand
 yet said John tho often requested hath never paid the same
 sums or either of them or any part thereof but neglects it
 to the damage of the said Samuel thirty pounds. the parties
 appear and refer this action to the said Noble, Gaffer,
 and Maithum, and on the foregoing Rule and according
 by have a day &c.

Elias Lyman of Northampton in the County of Hampshire
 yeoman Plt. vs. Caleb Goolley of Springfield in said County
 yeoman Deft. in a plea of Trespass on the Case for that whereas
 the said Caleb on the first day of May 1770 at Springfield
 aforesaid by his note of hand of that date for value received
 promised the said Elias to pay him the sum of six pounds
 and sixteen shillings lawful money on or before the first
 day of June (meaning the first day of June then next) with
 lawful Interest for the same till paid yet the said Caleb tho
 often requested hath never paid the contents of the said Note to
 the said Elias or any part thereof but unjustly neglects to do it
 to the damage of the said Elias twelve pounds. the Plt. appears
 by Caleb Strong Esq. his att. and the said Caleb ^{Goolley} tho three times
 publicly called to come into Court makes default of appearance
 here therefore it is considered by the Court that the said Elias
 do recover against the said Caleb seven pounds fifteen shil-
 lings and one penny lawful money damages and cost of
 suit taxed at one pound twelve shillings and ten pence and
 thereof he may have his Ex. — Ex. is. 21st Septemb^r 1772.

Willard Shepard of Gageborough in the County of Berke-
 shire husbandman Plt. vs. Wait Burck of a place called the
 Gore north of Gageborough in the County of Hampshire
 Husbandman Deft. in a plea of the Case for that whereas
 the said Wait on the thirtieth day of December 1768 at

Lyman
 vs
 Goolley
 No 79

Shepard
 vs
 Burck
 No 74

Shepard
vs
Burke
N^o 74 } at a place called the Gore viz at Springfield aforesaid by his
note of that date for value received promised the said Willard
to pay him the sum of three pounds lawful moneys worth of
Labour (meaning to pay him the said Willard three pounds
lawful money the same to be paid in Labour) by the first
day of August then next and the said Willard says that
he has been always ready to receive the Contents of the Note
aforesaid in Labour as aforesaid and that the term limited
in the note aforesaid for the payment of the same Note is
long since passed yet the said Wait the often requested hath
never paid the Contents of the said Note to the said Willard
in Labour or otherwise but unjustly neglects and refuses to
do it to the damage of the said Willard eight pounds. the
Plt. appears by Caleb Strong^{junr} Gent. his Att^y and the said Wait
the three times publicly called to come into Court doth not
come but makes default of appearance here therefore it
is considered by the Court that the said Willard do recover
against the said Wait three pounds eleven shillings and
one penny lawful money damages and Cost of Court
taxed at two pounds nine shillings and thereof he may
have his Ex. — — — — — Ex. is. 27th July 1773. —

Glark
vs
Hunt
N^o 75 } Asahel Glark jun^r of Lebanon in the County of Windham
and Colony of Connecticut Gent. Plt. vs. Thomas Hunt
of Bernardstown in the County of Hampshire yeoman
Def^t. in a plea of Trespass on the Case for that whereas the
said Thomas on the twenty fourth day of Feb^y. 1769
at a place called Lebanon in Springfield aforesaid by his
note of that date for value received promised the said Asahel
to pay him the sum of two pounds fourteen shillings
lawful money on demand with Interest (meaning the
lawful Interest) for the same till paid yet the said Thomas
the often requested hath never paid the Contents of the said
note to the said Asahel or any part thereof but unjustly
neglects and refuses to do it to the damage of the said Asahel
five pounds the Plt. appears by Caleb Strong^{junr} Gent. his
Att^y and the said Thomas the three times solemnly called
makes default of appearance here therefore it is considered
by the Court that the said Asahel do recover against the
said Thomas three pounds five shillings and four pence
one farthing lawful money damages and Cost of Court
taxed at two pounds eight shillings and six pence and
thereof he may have his Ex. — — — — — Ex. is. 21st May 1773. —

Hunt
vs
Grosvenor
N^o 76 } John Hunt of Northampton in the County of Hampshire
Gent. Plt. vs. Lister Grosvenor of Gageborough in the
County of Berkshire Gent. Def^t. in a plea of Trespass
on the Case for that whereas the said Lister on the twentieth
day of August 1770 at Northampton aforesaid owing and
being indebted to the said John in the sum of three pounds
twelve shillings lawful money for one Barrel of Pork

before that time there sold and delivered to the said Siuster by the said John at his the said Siusters special Instance and request he the said Siuster then and there in consideration thereof assumed on himself and to the said John faithfully promised that he the said Siuster the said sum of lawful money to him the said John would well and truly pay and content within one fortnight from the said twentieth of August and would also pay to the said John the lawful interest for the said sum of three pounds twelve shillings after the expiration of the said fortnight till paid. And whereas the said John afterwards on the twentieth day of August aforesaid at Northampton aforesaid at the special Instance and request of the said Siuster sold and delivered to him one other Barrel of Pork of him the said John he the said Siuster in consideration thereof then and there undertook and faithfully promised the said John that he the said Siuster would well and truly pay to him the said John so much money as the said Barrel of pork so sold to the said Siuster by the said John was reasonably worth at the time of the sale and delivery thereof whenever after the said Siuster should be thereto required and the said John in fact avers that the said Barrel of Pork so sold to the said Siuster by the said John as above was at the time of the sale and delivery thereof reasonably worth the further sum of three pounds twelve shillings of like lawful money that is to say at Northampton aforesaid of which the said Siuster afterwards to wit the same day and year had notice yet the said Siuster the often requested hath never paid either of the sums aforesaid to the said John or any part of either of them or any way contented him for either of his promises aforesaid but unjustly neglects and refuses to do it to the damage of the said John seven pounds. the Plt. appears by Caleb Strong, Gent. his Att. and the said Siuster being three times publicly called to come into Court doth not come but makes default of appear and here therefore it is considered by the Court that the said John do recover against the said Siuster three pounds sixteen shillings and three pence one farthing lawful money Damages and cost of Suit taxed at two pounds two shillings and eight pence and thereof he may have his Ex. Ex. is. 12th Septemb^r. 1772.

James Shepard and Theodore Hopkins both of Northampton in the County of Hampshire Joint dealers in Trade Pltts. vs. Eliphalet Gaylord of South Hadley in said County Geo. mass. Def. in a plea of Trespass on the Case for that whereas the said Eliphalet on the twenty first day of December 1771 at Northampton aforesaid owing and being Indebted to the said Shepard and Hopkins the sum of two pounds eight shillings and five pence of lawful money by Book to balance Book Acct. according to the account to the writ annexed he the said Eliphalet in consideration thereof then and there undertook and faithfully promised the said Shepard and Hopkins to pay them the same sum on demand. - and also for that whereas the said Shepard and Hopkins afterwards on the

Shepard
vs
Gaylord.
N^o 77

Sheppard
 vs
 Gaylord
 No 77

the twenty first day of December aforesaid at Northampton
 aforesaid at the special Instance and request of the said Eli-
 phalet sold and delivered to him divers Goods Wares and
 Merchandises of them the said Shepard and Hopkins other
 than those mentioned in the Account aforesaid he the said
 Eliphalet in Consideration thereof then and there assumed
 on himself and to the said Shepard and Hopkins faithfully
 promised that he the said Eliphalet would well and truly pay
 and Content to the said Shepard and Hopkins so much money
 as such Goods Wares and Merchandises so sold to the said Elipha-
 let by the said Shepard and Hopkins were reasonably worth
 at the time of the sale and delivery thereof whenever after the
 said Eliphalet should be thereto required and the said Shep-
 ard and Hopkins in fact say that the said Goods Wares
 and Merchandises sold as aforesaid to the said Eliphalet were
 at the time of the sale and delivery thereof reasonably worth
 the further Sum of four pounds four Shillings and six pence
 of which the said Eliphalet then and there had notice yet the
 Eliphalet the often requested hath never paid to the P^{ts} the
 Sums aforesaid or either of them or any part of either of them
 but unjustly neglects to do it to the damage of the said Shep-
 ard and Hopkins seven pounds. the P^{ts} appear by Caleb
 Strong Gent. their Att^y and the said Eliphalet the three times
 solemnly called to come into Court do not come but make
 default of appearance here therefore it is Considered by the
 Court that the said Shepard and Hopkins do recover against
 the said Eliphalet two pounds eight Shillings and five
 pence lawful money damages and Cost of Court taxed
 at one pound sixteen Shillings and six pence and thereof
 they may have their Execution. — Ex is. 8th Septem^r. 1772

Graves
 vs
 Farr
 No 78

Silas Graves of Hatfield in the County of Hampshire
 yeoman P^t. vs. Simeon Farr of a place called number five
 (in no Town) in the County of Hampshire yeoman Def^t.
 in a plea of Trespass on the Case for that whereas the said Si-
 meon at a place called Hatfield viz. at Springfield aforesaid
 on the twenty eighth day of May Dyly by his note of that
 date for value received promised the said Silas to pay him
 three pounds and four Shillings lawful money on de-
 mand with lawful Interest for the same Sum untill
 paid. yet the said Simeon the often thereto requested hath ne-
 ver paid the Contents of the note aforesaid to the said Silas
 or any part thereof but unjustly neglects and wholly denies
 to do it to the damage of the said Silas five pounds. the
 P^t. appears by Caleb Strong Gent. his Att^y and the said Simeon
 the three times publicly called makes default of appearance
 here therefore it is Considered by the Court that the said Si-
 las do recover against the said Simeon two pounds and eight pence
 lawful money damages and Cost of Court taxed at two pounds
 2s and thereof he may have his Ex. Ex. is. 26th Nov^r. 1772.

Warren
 vs
 Powers
 No 79

Thomas Warren of Williamsburgh in the County of Hampshire

yeoman Plt. vs. Ephraim Powers of a place called Number five (in no Town) in the County aforesaid yeoman Deft. in a plea of Trespass on the Case for that whereas the said Ephraim at a place called Hallsfield in Springfield aforesaid on the twenty sixth day of September 1770 by his note of that date for value received promised the said Thomas to pay him or Order seven pounds ten Shillings lawful money within twelve months from the date of said note with Interest (meaning the lawful Interest for the same sum) till paid yet the said Ephraim the often requested hath never paid the Contents of the note aforesaid to the said Thomas or any part thereof but unjustly neglects to do it to the damage of the said Thomas twelve pounds the Plt. appears by Caleb Strong ^{junr} Gent. his Att^y and the said Ephraim the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Ephraim eight pounds seven Shillings and four pence lawful money damages and Cost of Court taxed at two pounds and three Shillings and thereof he may have his Ex. - Ex. is? 29th Octob^r 1772.

Robert Darnon of Chesterfield in the County of Hampshire Gent. Plt. vs. Samuel Pearce of Plymouth in the County of Plymouth Esq. otherwise called Samuel Pearce of S. Plymouth yeoman Deft. in a plea of Trespass upon the Case for that the said Samuel on the first day of Octob^r 1771 by his note of that date for value received at Plymouth viz, at Springfield aforesaid promised one Adam Rogers to pay to him or his Order thirty nine pounds four Shillings and six pence lawful money on demand with Interest for the same untill paid. And afterwards viz on the same day at Springfield aforesaid the said Adam by his Indorsement on said note the same being then and still unpaid ordered the Contents of said note to be paid to the said Robert for value received of him of all which the said Samuel afterwards viz on the same day and year and at divers other days and times had notice and thereupon became obliged and accordingly then and there for value received promised the said Robert to pay him the same on demand, yet said Samuel has not paid said sum nor the Interest thereof the often requested but neglects and refuses to do it to the damage of the said Robert fifty five pounds the Plt. appears by Caleb Strong ^{junr} Gent. his Att^y and the said Samuel being three times publicly called makes default of appearance here therefore it is considered by the Court that the said Robert do recover against the said Samuel forty one pounds seven Shillings and eight pence lawful money damages and Cost of Court taxed at three pounds seven Shillings and four pence and thereof &c. - Ex. is? 12th Octob^r 1772.

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Stephen Farr of a place called Number five (in no Town) in said County yeoman Deft. in a plea of Trespass on the Case for that whereas the said Stephen on the sixteenth day of Feb^ry 1770 at Springfield aforesaid by

Darnon
vs
Pearce
N^o 80

Farr
N^o 81

Dwight Esq. } by his Note of that date for value received of him, promised
vs } the said Timothy by the name of Timothy Dwight junr.
Hard } to pay him seven pounds thirteen Shillings and Eleven pence
No 81 } lawful money on demand and Interest (meaning lawful In-
terest) for the same till paid, yet the said Stephen the often
thereto requested hath never paid the Contents of the Note a-
foresaid to the said Timothy or any part thereof but unjust-
ly neglects to do it to the damage of the said Timothy ten
pounds, the Plt. appears by Caleb Strong^{junr} Gent. his att. and
the said Stephen the three times solemnly called to come into
Court makes default of appearance here therefore it is Consider-
ed by the Court that the said Timothy do recover against the
said Stephen six pounds eighteen Shillings and Two pence
two farthings lawful money damages and Cost of Court taxed
at two pounds one Shilling and two pence and thereof he may
have his Exec. Ex. is. 24th Octob. 1772. —

Warner } Downing Warner of Williamburgh in the County of
vs } Hampshire husbandman Plt. vs. Jonathan Walcott junr.
Walcott } of Williamburgh aforesaid Husbandman Deft. in a plea of
No 82 } Trespass on the Case for that whereas the said Jonathan on
the twenty fifth day of Feb. 1772 at Springfield aforesaid
by his Note of that date for value received promised the said
Downing to pay him two pounds five Shillings and Seven
pence Lawful money at or before the fifteenth day of April
then next yet the said Jonathan the often thereto requested
hath never paid the Contents of the said Note to the said Dow-
ning or any part thereof but unjustly neglects and refuses to
do it to the damage of the said Downing four pounds the Plt.
appears by Caleb Strong^{junr} Gent. his att. and the said Jonathan
the three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is
Considered by the Court that the said Downing do recover
against the said Jonathan two pounds six Shillings and
seven pence one farthing lawful money damages and Costs
of Suit taxed at two pounds one Shilling and two pence
and thereof he may have his Exec. Ex. is. 30th June 1773. —

Robinson } Isaac Robinson of Chesterfield in the County of Hampshire
vs } Physician Plt. vs. Ezra Cleveland and Thomas Cleveland
Cleveland } both of Warrington in said County yeomen Deft. in a
No 83 } plea of Trespass on the Case for that whereas the said Ezra
and Thomas on the tenth day of January 1772 at War-
rington viz at Springfield aforesaid by their Note of that
date for value received promised the said Isaac to pay him
or Order the sum of three pounds fifteen Shillings (meaning
that sum of Lawful money) at or before the first day of
April then next with Interest (meaning lawful Interest
for the same sum) till paid, yet the said Ezra and Thomas
or either of them have not paid the Contents of the said Note
to the said Isaac or any part thereof but unjustly neglects to do
it to the damage of the said Isaac six pounds, the Plt. appears

by Caleb Strong ^{junr} Gent. his Att. and the said Ezra and Thomas the three times solemnly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said Isaac do recover against the said Ezra and Thomas two pounds seven shillings and seven pence three farthings lawful money damages and Cost of Court taxed at two pounds six shillings and ten pence and thereof he may have his Execution.
Ex. is? 30th June 1773.

Daniel Littlefield of Chesterfield in the County of Hampshire (Littlefield
yeoman Plt. vs. Prince Gowing of Chesterfield aforesaid yeoman) vs
Deft. in a plea of Trespass on the Case for that whereas the (Gowing
said Prince on the first day of June 1771 at Chesterfield No 84
viz. at Springfield aforesaid by his note of that date for value received promised the said Daniel to pay him the sum of nine pounds (meaning that sum of lawful money) in one year from the date of the said note with Interest (meaning the lawful Interest for the same sum) till paid yet the said Prince the often requested hath never paid the contents of the note aforesaid to the said Daniel or any part thereof but unjustly neglects to do it to the damage of the said Daniel twelve pounds. the Plt. appears by Caleb Strong ^{junr} Gent. his Att. and the said Prince the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Daniel do recover against the said Prince eight pounds nineteen shillings and eight pence one farthing lawful money damages and Cost of Court taxed at two pounds five shillings and two pence and thereof &c. Ex. is? 12th Octob^r 1772.

John Kinne of Worthington in the County of Hampshire (Kinne
yeoman Plt. vs. James Cox of Chesterfield in said County) vs
yeoman Deft. in a plea of Trespass on the Case for that (Cox
whereas the said James at Chesterfield viz at Springfield No 85
aforesaid on the ninth day of June last past by his Note of that date for value received promised the said John to pay him three pounds fifteen shillings and four pence lawful money on demand with Interest (meaning lawful Interest for the same sum till paid) yet the said James the often requested hath never paid the contents of the Note aforesaid to the said John or any part thereof but unjustly neglects to do it to the damage of the said John six pounds. the Plt. appears by Caleb Strong ^{junr} Gent. his Att. and the said James the three times publicly called makes default of appearance here therefore it is considered by the Court that the said John do recover against the said James two pounds six shillings and one penny two farthings lawful money damages and Cost of Court taxed at two pounds five shillings and six pence and thereof he may have his Execution.
Ex. is? 22nd Octob^r 1772.

Ebenezer French junr. of Southampton in the County (French
of Hampshire husbandman Plt. vs. Timothy Thayer of) vs
Northampton in said County yeoman Deft. in a plea of (Thayer
Trespass on the Case and whereas the said Ebenezer com- No 86

Timothy
vs
Shayer
(N^o 86)

Complains for that whereas he the said Timothy on the last day of June last at Springfield aforesaid in consideration that the said Ebenezer at the Special Instance and request of the said Timothy had done and performed for the said Timothy divers Sawers work according to the first aut. annexed to the Writ he the said Timothy in consideration thereof afterwards to wit the same day and year at Springfield aforesaid assumed upon himself and to the same Ebenezer then and there faithfully promised that he the said Timothy all such sums of money as he the same Ebenezer for the work aforesaid reasonably deserved to have to the same Ebenezer when he should be thereto afterwards required would well and faithfully pay and Content and the same Ebenezer in fact says that he the same Ebenezer reasonably deserved to have of the said Timothy Eighteen Shillings and seven pence two farthings of the lawful money of this Province of the Massachusetts Bay for the work aforesaid whereof the said Timothy afterwards to wit the day and year last above at Springfield aforesaid had Notice. And whereas also the said Ebenezer afterwards to wit the same day and year last above at Springfield aforesaid at the Special Instance and request of him the said Timothy had sold and delivered to the same Timothy divers Goods Wares and Merchandises according to the second aut. annexed to the Writ he the said Timothy in consideration thereof afterwards to wit the same day year and place last mentioned assumed upon himself and to the said Ebenezer then and there faithfully promised that he the same Timothy so much money as he the said Ebenezer for the Goods Wares and Merchandises last mentioned reasonably deserved to have to the said Ebenezer when thereunto afterwards he should be thereto requested well and truly would pay and Content. and in fact the said Ebenezer says that he for the Goods Wares and Merchandises aforesaid last mentioned reasonably deserved to have of the said Timothy three pounds ten Shillings and eight pence of like lawful money of the Massachusetts Bay and thereof the said Ebenezer afterwards to wit the same day year and place above to the same Timothy gave Notice. Nevertheless the said Timothy not regarding his several promises aforesaid in form aforesaid made has not paid to the said Ebenezer any more of the said sums of money for the said services done ~~for~~ ^{or} and the said Goods Wares and Merchandises sold to the said Timothy by him the said Ebenezer as aforesaid than fifteen Shillings and eight pence of lawful money aforesaid. altho he has been by him often thereto requested but he has hitherto neglected and still neglects and wholly refuses to do it to the damage of the said Ebenezer eight pounds. the Plt. appears by Joseph Hawley Esq. his Att. and the said Timothy the three times publicly called to come into Court doth not come but

makes default of appearance here therefore it is considered by the Court that the said Ebenezer do recover against the said Timothy four pounds nine shillings and three pence two farthings lawful money damages and cost of Court taxed at one pound fourteen shillings and four pence and thereof. —

William Trumbull of Mansfield in the County of Windham and Colony of Connecticut Husbandman Plt. vs. Josiah Hayden of Williamsburgh in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case for that whereas he the said Josiah on the fourteenth day of Octob^r last at Northampton in said County of Hampshire by his note promised the said William to pay him or order the sum of twelve pounds five shillings and one penny lawful money twenty days after the said fourteenth day of Octob^r with the lawful Interest thereof till paid. yet the said Josiah has not paid the contents of the said Note nor any part thereof to him the said William altho he has been by him often thereto requested but he has hitherto wholly neglected and still neglects and refuses to do it to the damage of the said William sixteen pounds. the Plt. appears by Joseph Hawley Esq. his Att^y and the said Josiah the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said William do recover against the said Josiah twelve pounds seventeen shillings and eleven pence lawful money damages and cost of Court taxed at one pound sixteen shillings and eight pence and thereof &c. Ex. is? 12th Septemb^r 1772. —

Lucey Edwards of Northampton in the County of Hampshire Widow Administratrix on the Estate of Ebenezer Edwards late of said Northampton deceased yeoman Intestate Plt. vs. Willard Shepard lately of Gageborough in the County of Berkshire yeoman Deft. in a plea of Trespass on the Case and whereas the said Lucey complains that whereas the said Willard on the twenty first day of May 1771 at Northampton aforesaid by his Note for value received promised the said Ebenezer then alive to pay to him six pounds Eighteen shillings and eight pence (meaning that sum of lawful money) on demand with the lawful Interest thereof till paid yet the said Willard tho often requested has not paid the contents of the said Note either to the said Ebenezer in his life time or to the Plt. since his death but in the life time of the said Ebenezer he always refused to do it and ever since the said Ebenezer's death has always refused to pay the same contents to the Plt. and still refuses to do it to the damage of the said Lucey nine pounds. the Plt. appears by Joseph Hawley Esq. her Att^y and the said Willard the three times solemnly called makes default of appearance here therefore it is considered by the Court that the said Lucey ^{as administratrix} do recover against the said Willard three pounds four shillings and one penny lawful money damages and cost of Court taxed at one pound Eighteen shillings and six pence and thereof &c. Ex. is? Septemb^r 12th 1772

Dickinson
vs
Meacham
No 89 } Obadiah Dickinson of Hatfield in the County of Hampshire
Gent. Plt. vs. Jonathan Meacham^{late} of Williamstown in the
County of Berkshire Husbandman Deft. in a plea of Tres-
pass on the Case for that whereas he the said Jonathan on the
twenty first day of ^{September} 1770 at Springfield aforesaid by his note
for value received promised the said Obadiah to pay him the
sum of sixty pounds lawful money on or before the twenty
first day of Decemb^r 1771 with the lawful interest for the
same untill paid yet the said Jonathan hath not paid
the contents of the said note nor any part thereof to him
the said Obadiah altho he has been by him often thereto re-
quested but he has hitherto wholly neglected and still neglects
and refuses to do it to the damage of the said Obadiah twenty
pounds. the Plt. appears by Joseph Hawley Esq. his Att^r and
the said Jonathan the three times publicly called to come
into Court makes default of appearance here therefore
it is considered by the Court that the said Obadiah do re-
cover against the said Jonathan sixty six pounds two shil-
lings and four pence lawful money damages and Cost
of Court taxed at two pounds three shillings and ten pence
and thereof he may have his Ex. Ex. is. 12th Septemb^r 1772.

Idem
vs
Gady
No 90 } Obadiah Dickinson of Hatfield in the County of Hampshire
Gent. Plt. vs. Jeremiah Gady of Gageborough in the County
of Berkshire Gent. Deft. in a plea of Trespass on the Case for
that whereas the said Jeremiah on the fourteenth day of
March 1770 at Springfield aforesaid by his note for va-
lue received promised the said Obadiah to pay him the sum
of thirty eight pounds (meaning that sum of lawful mo-
ney) in one year from the date of said note with lawful
interest annually from the date till paid. yet the said Jer-
emiah hath not paid the contents of said note to the said O-
badiah altho he hath been by the said Obadiah often request-
ed thereto but hath hitherto neglected and refused and still
doth neglect and refuse to do it to the damage of the said
Obadiah forty eight pounds. the Plt. appears by Joseph Hawley
Esq. his Att^r and the said Jeremiah the three times public-
ly called makes default of appearance here therefore it is
considered by the Court that the said Obadiah do recover a-
gainst the said Jeremiah forty three pounds Eleven shil-
lings and ten pence lawful money damages and Cost
of Court taxed at one pound nineteen shillings and eight
pence. and now the said Jeremiah by Caleb Strong jun^r Gent
his Att^r comes here and appeals from the Judgment of this
Court to the Superior Court of Judicature to be next to be
holden at Springfield within the County of Hampshire
and for the Counties of Hampshire and Berkshire on
the fourth Tuesday of Septemb^r next and he recognizes
with sureties as the law directs for the said Jeremiah's prose-
cuting his appeal with effect as by R. Mognirane on file appears.

Joseph Hawley of Northampton in the County of Hamp-
shire Esq. Plt. vs. Moses Scott lately of Merredston in the
County of Hampshire yeoman Deft. in a plea of Trespass
on the Case for that whereas the said Moses on the thirtieth
day of July 1768 at Springfield aforesaid by his Note for
value received promised the said Joseph to pay him or Or-
der the sum of two pounds six shillings and ten pence
lawful money on demand with Interest (meaning the
lawful Interest thereof) till paid. Yet the said Moses hath
not paid the Contents of the said Note to the said Joseph
altho he hath been by the said Joseph often requested thereto
but hath hitherto neglected and still doth neglect and refuse
to do it to the damage of the said Joseph Eight pounds
the Plt. appears in his own proper person and the said
Moses being three times solemnly called to come into
Court doth not come but makes default of appearance
here therefore it is considered by the Court that the said
Joseph do recover against the said Moses three pounds twelve
shillings and four pence lawful money damages
and cost of Court taxed at one pound sixteen shil-
lings and six pence and thereof. Ex. is. 12th Septemb^r 1772.

Joseph Hawley of Northampton in the County of Hamp-
shire Esq. Plt. vs. Samuel Hunt lately of Pelham in the
County aforesaid yeoman Deft. in a plea of Trespass on
the Case and whereon the said Joseph complains for
this to wit. for that whereas he the said Samuel on the
fourth day of April 1768 at Springfield aforesaid by his
Note for value received promised the said Joseph to pay
him or Order four pounds eight pence lawful money
on demand with the lawful Interest thereof till paid
Yet the said Samuel has not paid the Contents of said Note
nor any part thereof to him the said Joseph altho he has
been by him often thereto requested but he has hitherto
wholly neglected and still neglects and refuses to do it to
the damage of the said Joseph Eight pounds. the Plt. ap-
pears in his own proper person, and the said Samuel
being three times publicly called to come into Court doth
not come but makes default of appearance here therefore
it is considered by the Court that the said Joseph do recover
against the said Samuel five pounds and two shillings
lawful money damages and cost of Court taxed at one
pound fourteen shillings and eight pence and thereof
he may have his Execution. — Ex. is. 12. Septemb^r 1772.

Joshua Dickinson of Hatfield in the County of Hampshire
yeoman Plt. vs. Jonathan Fisher of late of West Brantree
in the County of Worcester yeoman Deft. in a plea of
Trespass on the Case whereon the said Joshua complains for
that whereas he the said Jonathan on the nineteenth day
of June 1771 at Hatfield aforesaid by his Note for value
received promised the said Joshua to pay him fourteen pounds.

Dickinson
vs
Fisher
No 93 } pounds (meaning that Sum of lawful money) within nine
months from the said nineteenth day of June with Interest
(meaning the lawful Interest) for the same till paid. yet the said
Jonathan has not paid the Contents of the said Note nor any part
thereof to him the said Joshua altho he has been by him often
thereto requested but he has hitherto wholly refused and still re-
fuses to pay him the same to the damage of the said Joshua
Eighteen pounds the Ptt. appears by Joseph Hawley Esq. his
Att. and the said Jonathan the three times publicly called to
come into Court doth not come but makes default of appear-
ance here therefore it is considered by the Court that the said
Joshua do recover against the said Jonathan fifteen pounds
one Shilling and three pence lawful money damages and costs
of Suit taxed at one pound sixteen Shillings and four pence
and thereof he may have his Ex. Ex. is. 29th Septemb. 1772. —

Hall
vs
Aldrich
No 95 } Stephens Hall of Plainfield in the County of Windham and
Colony of Connecticut is a New England yeoman Ptt. vs Joseph
Aldrich lately of Hagerborough in the County of Berkshire yeoman
Deft. in a plea of the Case (whereon the said Stephen complains
that whereas he the said Joseph on the Eighteenth day of June
last at a place called Plainfield in Springfield aforesaid by his
note for value received promised the Ptt. to pay him forty four
pounds sixteen Shillings and six pence of lawful money
on demand with the lawful Interest thereof till paid never-
theless the said Joseph has not paid the Contents of the said Note
or any part thereof to the Ptt. altho he hath been by him often
thereto requested but he hath hitherto wholly refused and still re-
fuses to do it to the damage of the said Stephen fifty five pounds
the Ptt. appears by Joseph Hawley Esq. his Att. and it being
made to appear to the Court that the Deft at the time of
the Service of the Writ ^{was} ever since ^{has been} and now is out of the Pro-
vince, it is considered that this action be continued and ac-
cordingly the said Parties have a day before the Lord the King
here untill the second Tuesday of November next following
said last Tuesday of August aforesaid.

Hunt
vs
Montague
No 96 } Ebenezer Hunt of Northampton in the County of Hampshire
Gent. Ptt. vs. Joseph Montague lately of South Hadley in the
County aforesaid yeoman Deft. in a plea of Trespass on the
Case for that whereas the said Joseph on the third day of May
1768 at Springfield aforesaid by his Note for value received
promised the said Ebenezer to pay him the Sum of Seven
pounds one Shilling (meaning that Sum of lawful money) on
demand with Interest (meaning the lawful Interest thereof
till paid. yet the said Joseph has not paid the Contents of the
said Note nor any part thereof to him the said Ebenezer al-
tho he has been by him often thereto requested but he has hith-
erto wholly refused and still refuses to do it to the damage
of the said Ebenezer Seven pounds. the Ptt. appears by Joseph
Hawley Esq. his Att. and the said Joseph ^{Montague} the Defendant is sub-

publicly called makes default of appearance here therefore it is considered by the Court that the said Ebenezer do recover against the said Josiah eight pounds sixteen shillings and six pence two farthings lawful money damages and Cost of Court taxed at one pound twelve shillings and eight pence and thereof he may have his Ex. —

John Watson of Leicester in the County of Worcester yeoman
 Plt. vs. John Witt of Granby in the County of Hampshire
 Gent. Deft. in a plea of the Case for that the said Witt at
 Springfield aforesaid on the fifteenth day of January last by
 his Note in writing under his hand of that date for value
 received promised the said Watson to pay him or his Order
 fourteen pounds nine shillings and eleven pence two
 farthings on demand with Interest till paid. Yet said
 Witt the often requested hath never paid the same or any
 part thereof but unjustly neglects it to the damage of the
 said Watson twenty pounds. the Plt. appears by Joshua Up-
 ham Esq. his att. and the said Witt the three times publicly
 called to come into Court doth not come but makes default
 of appearance here therefore it is considered by the Court
 that the said Watson do recover against the said Witt fifteen
 pounds and one shilling lawful money damages and Costs
 of Suit taxed at two pounds three shillings and thereof he
 may have his Executions. — Ex. is. 24th Novemb^r. 1772. —

Watson
 vs
 Witt
 No 97

Philip Corbin of Dudley in the County of Worcester yeoman
 Plt. vs. Aaron Taylor of Montague in the County of Hamp-
 shire yeoman Deft. in a plea of the Case for that the said
 Aaron at Springfield aforesaid on the Eleventh day of May
 1770 by his Note in Writing under his hand of that date
 for value received promised said Philip to pay him or his
 Order thirty pounds lawful money in one year from the
 date of said Note with Interest till paid Yet said Aaron the
 often requested and the said Term of payment is long since
 past hath never paid the same or any part thereof but un-
 justly neglects it to the damage of the said Phillips forty
 pounds. the Plt. appears by Joshua Upham Esq. his att.
 and the said Aaron the three times solemnly called to come
 into Court makes default of appearance here therefore it is
 considered by the Court that the said Philip do recover against
 the said Aaron twenty five pounds nineteen shillings and
 six pence lawful money damages and Cost of Court
 taxed at two pounds nine shillings and six pence and
 thereof he may have his Executions. — Ex. is. 25th Septemb^r. 1772.

Corbin
 vs
 Taylor
 No 98

John Rosebrook of South Brimfield in the County of Hamp-
 shire yeoman Plt. vs. Silas Smith of South Brimfield afores.
 yeoman Deft. in a plea of the Case for that said Silas at said
 Springfield on the twenty fifth day of July last past by his
 Note in Writing under his hand of that date for value received
 promised said John to pay him nine pounds ten shillings
 lawful money at or before the first day of July then next.

Rosebrook
 vs
 Smith
 No 99

Rosebrook
vs
Smith
No 99
Suset with Interest till paid. Yet said Silas the often requested
hath never paid the same or any part thereof but unjustly
neglects it to the damage of the said John twelve pounds -
the Ptt. appears by Joshua Upham Esq. his Att. and the
said Silas the three times publicly called to come into Court
makes default of appearance here therefore it is considered
by the Court that the said John do recover against the said
Silas ten pounds two shillings and five pence two farthings
lawful money damages and Cost of Court taxed at two
pounds and four shillings and thereof Sc. Ex. is: 25th Septemb. 1772

Shaw
vs
Munger
No 100
Samuel Shaw of Brimfield in the County of Hampshire
yeoman Ptt. vs. Elnathan Munger of South Brimfield in said
County yeoman Deft. in a plea of the Case for that said Elna-
than at Springfield aforesaid on the nineteenth day of June
1759 by his Note in Writing under his hand of that date
for value received promised said Samuel to pay him five
pounds six shillings and eight pence lawful money's worth
in joining work (meaning that said Elnathan would do and
perform for said Samuel Joinery work to the value of £. sum
of five pounds six shillings and eight pence) at two shillings
and eight pence like money by the day in the months of
Septemb. Oct. and Novemb. 1754 Yet said Elnathan the
often requested and the said Months are long since past and
altho said Samuel hath been always ready at Springfield
to receive said sum of five pounds six shillings and eight
pence in Work as aforesaid he the said Elnathan hath never
paid the same nor hath he in any way performed his said
promise but unjustly neglects it to the damage of the said
Samuel ten pounds the Ptt. appears by Joshua Upham Esq.
his Att. and the said Elnathan the three times publicly called
to come into Court makes default of appearance here there-
fore it is considered by the Court that the said Samuel do
recover against the said Elnathan Eleven pounds and
four pence lawful money damages and Cost of Court taxed
at one pound nineteen shillings and four pence and
thereof he may have his Ex. - Ex. is: 21st Septemb. 1772. -

Kinsworth
vs
Sherman
No 101
Jacob Kinsworth of Brimfield in the County of Hampshire
yeoman Ptt. vs. John Sherman of Brimfield in said County
yeoman Deft. in a plea of the Case for that said John at
Springfield aforesaid on the thirtieth day of Novemb. last past
by his Note in Writing under his hand of that date for
value received promised the said Jacob to pay him fifteen
pounds lawful money within six months from the date
of said Note with interest for the same from and after three
months from the date of said Note till paid yet said -
John the often requested hath never paid the same or any
part thereof but unjustly neglects it to the damage of the
said Jacob twenty pounds the Ptt appears by Joshua Upham

Esq. his Att. and the said John the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Jacob do recover against the said John fifteen pounds nine shillings and one penny two farthings lawful money damages and costs of Court taxed at one pound nineteen shillings and thereof he may have Ex. Ex. is. 25th Septemb. 1772. —

Joshua Wild of Sturbridge in the County of Worcester yeoman (Wild
Plt. vs. Ethelbert Child Lyon of South Brimsfield in the County
of Hampshire yeoman Deft. in a plea of the case for that said
Ethelbert at Springfield aforesaid on the third day of August
Inst. by his note in writing under his hand of that date
for value received promised said Joshua to pay him or his Or-
der nine pounds lawful money on demand with Interest
till paid yet said Ethelbert the often requested hath never paid
the same or any part thereof but unjustly neglects it to the
damage of the said Joshua sixteen pounds the Plt. appears
by Joshua Upham Esq. his Att. and the said Ethelbert the
three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
Joshua do recover against the said Ethelbert nine pounds
and eight pence lawful money damages and costs of suit
taxed at two pounds four shillings and less pence and
thereof he may have his Ex. Ex. is. 10th Novemb. 1772. —

Joseph M. Nall of Palmer in the County of Hampshire (M. Nall
yeoman Plt. vs. Zorishaddai Doty of Hardwick in the Coun-
ty of Worcester yeoman Deft. in a plea of the case for that
Doty at Palmer aforesaid on the fifteenth day of January
1771 by his note in writing under his hand of that date for
value received promised said Joseph to pay him or his Order
three pounds worth of Rice (meaning to deliver to said Joseph
or his Order three pounds worth of Rice) at the dwelling house
of said Joseph in said Palmer by the first day of November
then next at the market price with the lawful Interest of
sum of three pounds from the date of said Note till paid
yet the said Doty the often requested and the said Joseph hath been
always ready at his said dwelling house to receive said three pounds
worth of Rice hath never delivered the same or any part thereof
nor paid the Interest of said sum of three pounds to said Joseph
nor hath said Doty in any way performed his said promise but
unjustly neglects it to the damage of the said Joseph nine
pounds, the Plt. appears by Joshua Upham Esq. his Att. and
the said Doty the three times publicly called to come into
Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said Joseph
do recover against the said Doty three pounds five shil-
lings and ten pence lawful money damages and costs
of suit taxed at one pound sixteen shillings and eight
pence and thereof he may have his Ex. Ex. is. 25th Septemb. 1772. —

Ward
vs
Barr
N^o 1051

Urijah Ward of Palmer in the County of Hampshire yeoman
Plt. vs. Matthew Barr jun^r. of Newmarket District in the Coun-
ty of Worcester Gent^r Dift. in a plea of the Case for that said Mat-
thew at Springfield aforesaid on the second day of May last
by his Note of that date for value received promised said Urijah
to pay him nine pounds & eleven shillings and four pence
on demand with Interest till paid yet said Matthew the other
requested hath never paid the same or any part thereof but un-
justly neglects it to the damage of the said Urijah fifteen
pounds. the Plt. appears by Joshua Upham Esq. his Att^r. and
the said Matthew the three times solemnly called makes
default of appearance here therefore it is considered by the
Court that the said Urijah do recover against the said Matthew
nine pounds fifteen shillings and one farthing lawful
money damages and Cost of Court taxed at one pound
twenty shillings and four pence and thereof he may
have his Execution — Ex. is. 24th Novemb^r. 1772. —

Williams
vs
Leonard
N^o 1061

Zebadiah Williams of Westfield in the County of Hampshire
yeoman Plt. vs. Elijah Leonard of Springfield in s^d. County
yeoman Dift. in a plea of the Case for that the said Elijah
at said Springfield on the second day of July last past by his
Note in Writing under his hand of that date for value received
promised the said Zebadiah to pay and deliver to him twenty
three Gallons of Good West India Rum within one month
from the date of said Note and the said Zebadiah says he has
been always ready at his House in Westfield to receive the same
Rum, and the said Zebadiah says the said Rum would have
been well worth to him four shillings p^r. Gallon. yet the said
Elijah the other requested and the the time of payment has —
long since elapsed hath never paid or delivered the said Rum
to the Plt. nor any ways satisfied him the contents of said Note
or fulfilled his said promise or any part thereof but unjustly
neglects it to the damage of the said Zebadiah twenty pounds.
the Plt. appears by Samuel Fowler Gent. his Att^r. and the s^d.
Elijah the three times publicly called to come into Court makes
default of appearance here therefore it is considered by the Court
that the said Zebadiah do recover against the said Elijah ten pounds
nineteen shillings lawful money damages and Cost of Court
taxed at one pound twelve shillings and six pence and —
thereof he may have his Ex. — Ex. is. 25th Septemb^r. 1772.

Buck
vs
Damon
N^o 107

Samuel Buck late of Murrayfield in the County of Hamp-
shire yeoman Plt. vs. Robert Damon late of Chatterfield
in the County aforesaid Gent. Dift. in a plea of the Case
for that the said Robert at said Springfield on the fourth
day of May last past by his Note in Writing under his
hand of that date for value received promised the said Sa-
muel to pay him or Order forty nine pounds four shil-
lings and two pence lawful money by the first day of Au-

August then next insuing the date of said Note with lawful Interest for the same till paid yet the said Robert tho' often requested hath never paid the P^{lt}. the same but unjustly neglects it to the damage of the said Samuel sixty pounds the P^{lt}. appears by Samuel Fowler Gent. his Att^y. and the d. Robert tho' three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Robert forty two pounds eight Shillings and eight pence lawful money damages and Cost of Court taxed at two pounds two Shillings and six pence and thereof he may have his Ex. Ex. is? 19th Septemb^r. 1772.

Judah Bement of Blanford in the County of Hampshire Blacksmith P^{lt}. vs. Paul Stewart late of Blanford aforesaid yeoman Deft. in a plea of the Case for that the said Paul at said Springfield on the eighth day of April 1764 by his Note of that date for value received promised the said Judah to pay him three pounds ten Shillings and nine pence lawful money on demand with lawful Interest for the same till paid yet the said Paul tho' often requested hath never paid the same or any penny thereof but unjustly neglects so to do to the damage of the said Judah eight pounds. the P^{lt}. appears by Samuel Fowler Gent. his Att^y. and the said Paul tho' three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Judah do recover against the said Paul four pounds thirteen Shillings and six pence two farthings lawful money damages and Cost of Suit taxed at one pound Eighteen Shillings and thereof he may have his Excess. Ex. is? 25th Septemb^r. 1772.

Bildad Fowler of Worsfield in the County of Hampshire yeoman P^{lt}. vs. Miles Washburn late of Murrayfield in said County yeoman Deft. in a plea of the Case for that the said Miles at S. Springfield on the Eighteenth day of May last past by his Note of that date for value received promised the said Bildad to pay him or order two pounds Eighteen Shillings and two pence on demand with lawful Interest for the same till paid. — Also for that the said Miles at said Springfield on the same Eighteenth day of May last past being justly indebted to the said Bildad in the sum of ten Shillings by Booky Account in consideration thereof then and there he the said Miles appeared on himself and to the said Bildad faithfully promised to pay him the same on demand yet the said Miles tho' often requested hath never performed his said promises nor either of them nor any ways satisfied the P^{lt}. the said Sum nor any penny thereof but unjustly neglects to do it to the damage of the said Bildad six pounds. the P^{lt}. appears by Samuel Fowler Gent. his Att^y. and the said Miles tho' three times publicly called makes default of appearance here therefore it is considered by the Court that the said Bildad do recover against the said Miles the sum of two pounds nineteen Shillings and two pence one farthing lawful money damages and Cost of Court taxed at one pound fifteen Shillings and thereof he may have his Ex. Ex. is? 25th Septemb^r. 1772.

Thinsley
vs
Warner
N^o 110

Daniel Thinsley of Charlemont in the County of Hampshire
yeoman Plt. vs. Zachariah Warner jun^r of Springfield in the
County aforesaid yeoman Deft. in a plea of the Case for that
the said Zachariah at said Charlemont on the seventh day of
April last past by his note of the date aforesaid for value received
promised the said Daniel to pay him sixteen pounds thirteen
shillings and ten pence lawful money in exen or goods (mean-
ing English goods) on or before the first day of May then next
at said Charlemont and the said Daniel avers that he the said
Daniel was at said Charlemont at the time aforesaid ready
to ~~the~~ receive the contents of said Note in either of the species
aforesaid and ever since hath been ready to receive the same
yet the said Zachariah did not pay the contents thereof in
either of the said species at the said time neither hath he since
in anywise satisfied and contented the said Daniel therefor
but ever since hath refused and still doth refuse to do it to
the damage of the said Daniel Eighteen pounds. The Plt ap-
pears by Samuel Field Gent. his att^y and the said Zachariah
the three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is con-
sidered by the Court that the said Daniel do recover against
the said Zachariah Eleven pounds sixteen shillings and
nine pence two farthings lawful money damages and costs
of Court taxed at two pounds two shillings and ten pence
and thereof he may have his Ex. Ex. in. 24th November 1772 -

Field
vs
Marsh
N^o 111

David Field of Dursfield in the County of Hampshire Gent.
Plt. vs. Ebenezer Marsh of Montague in the County aforesaid
yeoman Deft. in a plea of the Case for that the said Ebenezer
at the said Dursfield on the twentieth day of August 1771
by his note of that date for value received promised the
said David to pay him seven pounds and sixteen shil-
lings on or before the first day of May then next mean-
ing the date of said Note with lawful Interest for the
same from the date aforesaid untill paid yet the said
Ebenezer the often thirds requested hath never paid the con-
tents of said Note nor any part thereof but he neglects to do it
to the damage of the said David ten pounds. The Plt appears
by Samuel Field Gent. his att^y and the said Ebenezer the
three times publicly called makes default of appearance
here therefore it is considered by the Court that the said
David do recover against the said Ebenezer Eight pounds five
shillings and seven pence lawful money damages and
cost of Court taxed at two pounds three shillings and six
pence and thereof he may have his Ex. Ex. in. 1st May 1773 -

Idem
vs
Thwing
N^o 112

David Field of Dursfield in the County of Hampshire Gent.
Plt. vs. John Thwing of Conway in the County aforesaid
yeoman Deft. in a plea of the Case for that the said John at
said Dursfield on the thirtieth day of January 1769 by
his note of that date for value received promised the said
David to pay him three pounds nineteen shillings and
six pence one farthing on demand with use (meaning

Interest for the same untill paid. — and also for that the said John at Dursfield aforesaid on the twentieth day of July 1771 by his other note of that date for value received promised the said David to pay him the sum of three pounds on demand with lawful Interest for the same untill paid yet the said John the often requested thereto hath never paid the contents of either of the said notes or any part of either of them, but he unjustly neglects and refuses to do it to the damage of the said David ten pounds. the Ptt. appears by Samuel Field Gent. his Att. and the said John the three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said David do recover against the said John seven pounds eight shillings and eleven pence lawful money damages and Cost of Court taxed at two pounds three shillings and six pence and thereof he may have Ex. —

Timothy Bascom of Bernardston in the County of Hampsh. shire yeoman Ptt. vs. Samuel Allis of Bernardston afores. yeoman Def. in a plea of the Case for that the said Samuel at said Bernardston on the twenty eighth day of May last past by his note of that date for value received promised the said Timothy to pay to him six pounds and ten shillings lawful money on demand with Interest (meaning lawful Interest) for the same untill paid. yet the said Samuel the often thereto requested hath never paid the contents of said note nor any penny thereof but he unjustly neglects and refuses to do it to the damage of the said Timothy ten pounds. the Ptt. appears by Samuel Field Gent. his Att. and the said Samuel the three times publicly called to come into Court hath not come but makes default of appearance here therefore it is considered by the Court that the said Timothy do recover against the said Samuel six pounds twelve shillings and one farthing lawful money damages and Cost of Court taxed at two pounds eight shillings and eight pence and thereof he may have his Exon. Ex. is. 8th Septemb. 1772.

Gershorn Hawks of Charlemont in the County of Hampshire yeoman Ptt. vs. Timothy Thayer of Northampton in the County aforesaid yeoman Def. in a plea of the Case for that the said Timothy on the twenty first day of March 1768 by his note of that date for value received promised the said Gershorn to pay him thirteen pounds eight shillings and six pence half penny on demand with Interest for the same untill paid. yet the said Timothy the often thereto requested hath never paid the contents of said note nor any part thereof but he unjustly neglects and refuses to do it to the damage of the said Gershorn twenty pounds the Ptt. appears by Samuel Field Gent. his Att. and the said Timothy the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Gershorn do recover against the said Timothy twenty pounds one penny one farthing lawful money damages and Cost of Court taxed at two pounds 1/4 and thereof he may have his Ex. — Ex. is. May 2^d 1773

Hunt
vs
Shayer
No 115
Samuel Hunt of Charlemont in the County of Hampshire
gent. Ptt. vs. Timothy Shayer of Northampton in the County
aforesaid yeoman Deft. in a plea that the said Timothy ren-
der to the said Samuel one hundred and eighty six pounds thirteen
shillings and four pence which to him the said Samuel he the
said Timothy owes and from him unjustly detains and where-
on the said Samuel says that the said Timothy at said Spring-
field on the twenty third day of Novemb^r in the tenth year of
his Majesty's right D^y by his word and writing under his
hand and seal of that date in Court to be produced by the
name of Timothy Shayer of Charlemont in the County of
Hampshire and province of the Massachusetts bay yeoman
acknowledged himself holden and firmly bound and obliged to
the said Samuel (by the name of Samuel Hunt in the County
of Worcester and Province aforesaid gent.) in the said sum of one
hundred and eighty six pounds thirteen shillings and four
pence to be paid to the said Samuel on demand. Yet the said
Timothy tho often requested hath never paid or rendered the
same to the said Samuel or any part thereof but unjustly sug-
gests and wholly refuses to do it to the damage of the D. Samuel
at two hundred pounds. the parties appear and humbly move
that this action may be continued that the Deft. may have op-
portunity to plead specially - and the said Parties accordingly
have a day before the Lord the thing here untill the second
Tuesday of Novemb^r next following said last Tuesday of
August aforesaid.

Fish
vs
Samson &
No 116
Daniel Fish of Dursfield in the County of Hampshire yeoman
Ptt. vs. Isaac Samson yeoman and Archelaus Leonard yeoman
both of Shutebury in said County Deft. in a plea of the
Case for that the said Isaac and Archelaus at said Shutebury on
the ninth day of Novemb^r D^y by their Note of that date
for value received there and there promised the said Daniel to
pay him or Order sixty pounds lawful money on or before
the ninth day of Octob^r D^y with lawful Interest for the
same untill paid. Yet the said Isaac and Archelaus tho often
requested and altho the time set and limited in said note
for the payment of the Contents thereof is long since past have
never paid the same nor any part thereof neither hath either of them
ever paid the same nor any part thereof but they unjustly sug-
gest and wholly refuse to do it to the damage of the said Daniel
ninety pounds the Ptt. appears by Jonathan Ashley Esq. his Att^r
and the Deft. tho three times publicly called to come into Court
do not come but make default of appearance here therefore it is
considered by the Court that the said Daniel do recover against
the said Isaac and Archelaus twenty pounds two shillings and
eight pence lawful money damages and Cost at Court taxed at
two pounds 6/4 and thereof &c. Ex. is? 17th Septemb^r 1772 -

Baron
vs
Mariman
No 117
Abel Baron of Chesterfield in the County of Cheshire and
Province of Northhamshire yeoman Ptt. vs. Abel Mariman

of Conway in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Abel Mariman at Whitchield in the County of Hampshire on the sixth day of September 1770 by his Note of that date for value received then and there promised one John Marble to pay him or Order five pounds within one year from the date of said Note afterwards to wit on the same sixth day of September aforesaid the said John Marble for value of the said Abel Bacon received Indorsed the same Note to the said Abel Bacon the Contents of the same Note being then wholly due and ordered the Contents thereof to be paid to the said Abel Bacon according to the tenor thereof of all which the said Abel Mariman then and there Instantly to wit on the same sixth day of September aforesaid had notice and so became liable to pay the Contents of said Note then wholly unpaid to the said Abel Bacon according to the tenor of said Note and the said Abel Mariman then and there in Consideration of his being so liable assumed on himself and to the said Abel Bacon faithfully promised to pay him the Contents of said Note according to the tenor thereof yet the said Abel Mariman tho often requested hath never paid to the said Abel Bacon the Contents of said Note nor any part of the Contents of said Note according to the tenor thereof but unjustly neglects and wholly refuses to do it to the damage of the said Abel Bacon Seven pounds. the Plt. appears by Jonathan Ashley Esq. his Att. and the said Abel Mariman tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Abel Bacon do recover against the said Abel Mariman five pounds five Shillings and ten pence lawful money damages and Cost of Court taxed at two pounds fourteen Shillings and Seven pence and thereof &c. Ex. is. 18th September 1772.

Joseph Bayley of Shelburne in the County of Hampshire House Wright Plt. vs. James Taft of Shelburne aforesaid yeoman Deft. in a plea of the Case for that the said James Taft at said Shelburne on the last day of June last past owed the said Joseph so much money as he reasonably deserved to have for forty three and an half days Labour and Service at said Shelburne before the said last day of June aforesaid done and performed by the said Joseph for the said James at the said James Special Instance and request according to the Plt. annexed to the Writ in Consideration whereof the said James at said Shelburne on the same last day of June aforesaid promised said Joseph to pay him so much money as he reasonably deserved to have for said Labour and Service whenever afterwards he should be thereto requested and the said Joseph avers that for said Labour and Service he reasonably deserved to have six pounds sixteen Shillings yet the said James tho often requested hath never paid to the said Joseph so much money nor any money of so much money as he reasonably deserved to have for said Labour and Service but he unjustly neglects and wholly refuses to do it to the damage of the said Joseph Eight pounds the Plt. appears by Jonathan Ashley Esq. his Att. and the said

Bayley vs
Taft
No 118

Bailey
vs
Taft
No 118 } said James the three times publicly called to come into Court doth
not come but makes default of appearance here therefore it is
considered by the Court that the said Joseph do recover against
the said James six pounds sixteen shillings lawful money
damages and Cost of Court taxed at two pounds eight shil-
lings and ten pence and thereof &c. &c. is. 28th Septemb^r 1772.

Wells
vs
Bardlet
No 119 } Ebenezer Wells of Dursfield in the County of Hampshire yeoman
Plt. vs. Adoniram Bardlet of Conway in said County yeoman
Deft. in a plea of the Case for that the said Adoniram at said Dursfield
on the tenth day of August 1771 by his Note of that date for
value received thus and there promised the said Ebenezer to pay
him or Order four pounds fourteen shillings on demand with
lawful Interest for the same from the date of said Note till paid
yet the said Adoniram the often requested hath never paid the
same nor any penny thereof but unjustly neglects and
wholly refuses to do it to the damage of the said Ebenezer
six pounds. the Plt. appears by Jonathan Ashby Esq. his Att^r
and the said Adoniram the three times solemnly called to come
into Court comes not but makes default of appearance here
therefore it is considered by the Court that the said Ebenezer do
recover against the said Adoniram five pounds and one penny
lawful money damages and Cost of Suit taxed at two pounds
five shillings and seven pence and thereof &c. &c. is. 12th Nov^r 1772.

Clark
vs
McKee
No 121 } John Clark of Coltraine in the County of Hampshire yeoman
Plt. vs. John McKee of Pelham in said County yeoman Deft.
in a plea of the Case for that the said McKee at Coltraine aforesaid
on the last day of June aforesaid owed the said Clark so much
money as sundry Goods Wares and Merchandises mentioned
in the Account annexed to the Writ at said Coltraine before
said last day of June sold and delivered by the said Clark
to the said McKee at the special Instance and request of the
said McKee were reasonably worth in consideration whereof the
said McKee at said Coltraine on the last day of June aforesaid
promised the said Clark to pay him so much money as the
same Goods Wares and Merchandises at said Coltraine at the
time of the sale and delivery thereof were reasonably worth
whenever he the said McKee should be thereto requested and the
said Clark avers that the same Goods Wares and Merchandises
at said Coltraine at the time of the sale and delivery thereof
were reasonably worth two pounds four shillings and three
pence and that he ought to have so much money for them -
yet the said McKee the often requested hath never paid the said
Clark so much money nor any part of so much money as the
said Goods &c at the time of the sale and delivery thereof were rea-
sonably worth but unjustly neglects and refuses to do it to the da-
mage of the said Clark four pounds. the Plt. appears by Jonathan
Ashby Esq. his Att^r and the said McKee the three times publicly
called makes default of appearance here therefore it is con-
sidered by the Court that the said Clark do recover against

the said M^r. Bell two pounds four Shillings and three pence law-
ful money damages and Cost of Court taxed at two pounds
seven Shillings and three pence and thereof he may have Ex.

John Clark of Colrain in the County of Hampshire Geo- (Idem
man Plt. vs. Thomas Bell jun^r. of Colrain aforesaid Geo- vs
man Def. in a plea of the Case for that the said Thomas Bell jun^r.
at said Colrain on the second day of May last past by his N^o 122
note of that date for value received then and there promised
said John to pay him or Order one pound Eighteen Shil-
lings on demand with lawful Interest for the same till
paid - also for that the said Thomas at said Colrain on the
second day of May aforesaid by his other note of that date
for value of the said John received then and there promised
said John to pay him or Order one other Sum of one pound
Eighteen Shillings on demand with lawful Interest for
the same till paid. also for that the said Thomas at said
Colrain on the second day of May aforesaid by his other
note of that date for value received then and there pro-
mised said John to pay him or Order one other Sum
of ten Shillings and five pence on demand with lawful
Interest for the same till paid. Yet the said Thomas the often
requested hath never paid said Sums nor any part of either
of said Sums but unjustly neglects and wholly refuses to
do it to the damages of the said John six pounds. the Plt. appears
by Jonathan Ashby Esq. his Att. and the said Thomas the
three times publicly called doth not come into Court but
makes default of appearance here therefore it is considered
by the Court that the said John do recover against the said
Thomas four pounds Eight Shillings and one farthing of
lawful money damages and Cost of Court taxed at two pounds
ten Shillings and three pence and thereof he may have his Ex. —

Thomas Williams of Dursfield in the County of Hampshire (Williams Esq.
Esq. Plt. vs. Grebuiel Foster of Bormandston in said County Geo- vs
man Def. in a plea of the Case for that the said Grebuiel at Foster
said Dursfield on the first day of August 1768 by his note of N^o 123
that date for value received then and there promised the said
Thomas to pay him or Order three pounds seven Shillings
and ten pence one farthing on demand with lawful In-
terest for the same till paid yet the said Grebuiel the often
requested hath never paid the same nor any penny thereof
but unjustly neglects and wholly refuses to do it to the damage
of the said Thomas five pounds. the Plt. appears by Jonathan
Ashby Esq. his Att. and the said Grebuiel the three times
publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered
by the Court that the said Thomas do recover against the
said Grebuiel three pounds three Shillings lawful money
damages and Cost of Court taxed at two pounds seven Shillings
and three pence and thereof &c. Ex. is. 22. Octob^r 1772.

William^{Esq.} vs Holland
N^o 124
Thomas Williams of Dursfield in the County of Hampshire Esq.
Plt. vs. Abisha Holland of Greenfield in said County yeoman
Deft. in a plea of the Case for that the said Abisha at
said Dursfield on the first day of August 1768 by his note
of that date for value received there and there promised the
said Thomas to pay him or Order two pounds five Shillings
and ten pence one farthing on demand with lawful Interest
for the same till paid. Yet the said Abisha the often requested
hath never paid the same nor any part thereof but unjustly
neglects and wholly refuses to do it to the damage of
the said Thomas four pounds the Plt. appears by Jonathan
Ashby Esq. his Att. and the said Abisha the three times publicly
called makes default of appearance here therefore it is considered
by the Court that the said Thomas do recover against the said
Abisha two pounds twenty Shillings and two farthings
lawful money damages and Cost of Court taxed at two pounds
six Shillings and three pence and thereof he may have his Ex.

Idem vs Nash
N^o 125
Thomas Williams of Dursfield in the County of Hampshire
Esq. Plt. vs. Daniel Nash of Greenfield in said County
yeoman Deft. in a plea of the Case for that the said Daniel
at said Dursfield on the twenty fifth day of July 1770 by
his note of that date for value received there and there promised
the said Thomas to pay him or Order seven pounds four
Shillings and four pence on demand with lawful In-
terest for the same till paid. Yet the said Daniel the often
requested hath never paid the same nor any pence thereof
but unjustly neglects and wholly refuses to do it to the
damage of the said Thomas eight pounds. the Plt. appears
by Jonathan Ashby Esq. his Att. and the said Daniel the three
times publicly called to come into Court makes default of
appearance here therefore it is considered by the Court that
the said Thomas do recover against the said Daniel five pounds
three Shillings and two pence three farthings lawful money
damages and Cost of Court taxed at two pounds six Shillings
and three pence. and thereof He. Ex. is. 22. Feb. 1772. —

Field vs Taft
N^o 126
David Field of Dursfield in the County of Hampshire Gent.
Plt. vs. James Taft of Shulburne in said County yeoman-
Deft. in a plea of the Case for that the said James at said
Dursfield on the last day of June last past owed the s. David
on Book Acc. for sundry Goods Wares and Merchandises there
before that said last day of June aforesaid sold and delivered
to the said James by him the said David at the said James
Special Instance and request according to the Acc. to the Writ en-
newed so much money as the same Goods Wares and Merchand-
ises at the time of the sale and delivery thereof at s. Dursfield
were reasonably worth and the said David in fact saith that
the same Goods &c. at the time of the sale and delivery there-
of at said Dursfield were reasonably worth three pounds two
Shillings and six pence two farthings and that he ought

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to have that sum therfor with the lawful Interest thereof from
and after six months from the Sale and delivery of said Goods
Wares and Merchandises untill the same should be paid for
of all which the said James Instantly to wit on the same last
day of June aforesaid had Notice in Consideration whereof the
said James then and there promised the said David to pay
him so much money as the same Goods Wares and Merchandises
at the time of the Sale and delivery thereof at said Dursfield were
reasonably worth with the lawful Interest thereof from and
after six months from the Sale and delivery of said Goods
Wares and Merchandises untill the same should be paid for
whenever afterwards he should be thereto requested. Afterwards as
by the Act annexed to the Writ the said James paid to the said
David seven Shillings and two pence two farthings part of so
much money as the same Goods &c. at said Dursfield at the
time of the Sale and delivery thereof were reasonably worth
and no more. Yet the said James the often requested hath never
paid the residue of so much money nor any part of the residue
of so much money as the same Goods Wares and Merchandises
at said Dursfield at the time of the Sale and delivery thereof were
reasonably worth nor the Interest thereof nor any part of the
Interest thereof but unjustly neglects and wholly refuses to do it
to the damage of the said David five pounds. The Plt. appears
by Jonathan Ashley Esq. his Att. and the said James the three
times publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered by
the Court that the said David do recover against the said James
two pounds sixteen Shillings and Eleven pence lawful mo-
ney damages and Cost of Court taxed at two pounds six
Shillings and seven pence and thereof &c. Ex. is. 5th March 1773.

Samuel Bidding of Whisfield in the County of Hampshire Bidding
yeoman Plt. vs. Jesse Edson of Whisfield aforesaid yeoman
Def. in a plea of the Case for that the said Jesse at s. Whisfield Edson
on the twenty first day of January 1771 by his Note of that No 127
date for value received then and there promised the said Samuel
to pay him ten pounds in twelve months from the date of s.
note with lawful Interest for the same from the date of said
note till paid. — Also for that the said Jesse at said Whisfield on
the same twenty first day of January aforesaid by his ^{other} Note of
that date for value received then and there promised the said
Samuel to pay him one other sum of twenty pounds within
one year from the date of the last said note in neat Cash with
lawful Interest for the same till paid Yet the said Jesse hath
never paid the last mentioned sum in neat Cash altho the
said Samuel during the whole time mentioned in said
note for the payment of said last mentioned sum in neat
Cash was ready to receive said sum in neat Cash nor hath
the said Jesse the often requested and altho the time set and
limited in said Notes for the payment of said sums is long

Belding
vs
Edson
127 } long since past ever in any way paid the Contents of said
notes nor any part of the Contents of either of said notes but
unjustly neglects and wholly refuses to do it to the damage
of the said Samuel thirty five pounds — the Plt. appears by
Jonathan Whaley Esq. his Att. and the said Jesse the three times
publicly called makes default of appearance here therefore it is
considered by the Court that the said Samuel do recover against
the said Jesse twenty nine pounds twelve Shillings and four
pence lawful money damages and cost of Suit taxed at two
pounds Seven Shillings and six pence. And now the said Jesse
comes into Court by Wm. Billings Esq. his Att. and appeals
from the judgment of this Court to the Superior Court of
Judicature the next to be holden at Springfield within the
County of Hampshire and for the Counties of Hampshire and
Berks hire on the fourth Tuesday of Septemb. next and he
recognizes with Surchis as the law directs for the said Jesse's
prosecuting his said Appeal with effect as by the said recogni-
tance on file appears.

Edson
vs
Powers
N^o 128 } Jesse Edson of Ashfield in the County of Hampshire Lord-
Chamber Pleas. Josiah Powers of Greenwich in the County afores.
gent. Deft. in a plea of the Case for that whereas one Joseph
Davis at Springfield aforesaid on the twentieth day of Octob.
1771 made his certain Note in writing called a promissory
Note with the proper hand of the said Joseph subscribed and
the same Note to the said Josiah Powers delivered by which it
note the said Joseph promised to pay to the said Josiah Powers
or his Order the Sum of Seven pounds and one Shilling —
lawful money at or before the fifth day of Decemb. then-
next with use (meaning lawful Interest till paid) for value
received. — and afterwards to wit on the Eleventh day of April
1772 at Springfield aforesaid the said Josiah by his Indorse-
ment with his own proper hand subscribed and made up-
on the same Note assigned that note to the said Jesse and
by the said Indorsement ordered the said Joseph to pay the
Contents of the same Note to the said Jesse or his Order accord-
ing to the tenor of the same Note and the said Jesse in fact
saith that after the assignment and appointment aforesaid
as aforesaid made and after the said fifth day of Decemb. in
the same Note mentioned to wit the fifteenth day of July 1772
at Springfield aforesaid he the said Jesse showed the Bill afores.
and the Indorsement aforesaid on the same Bill to the said
Joseph and then and there required the same Joseph to pay
the Contents of the said Bill to wit the Sum of Seven pounds
and one Shilling in the same specified according to the ten-
nor of the said Bill and the Indorsement aforesaid to the said
Jesse but the same Joseph the same Sum of money to the said
Jesse did not pay nor hath yet paid but to pay the same Sum
of money to the said Jesse the said Joseph then and there to wit
the same day and year last aboves. and ever after hath refused
whereof the said Jesse afterwards to wit on the sixteenth day of
July in the year last aboves. at Springfield afores. gave notice

to the said Josiah and by reason of the premises the said Josiah became and was liable and is liable to pay to the said Depe the said sum of seven pounds one shilling in the same note mentioned and being so liable the said Josiah in consideration thereof afterwards to wit the same twentieth day of July in the year above at Springfield aforesaid promised the said Depe to pay to him the same sum when he should be thereto required yet the said Josiah the often required has not paid said sum nor any money thereof but neglects to do it to the damage of the said Depe eight pounds. the P^{tt} appears by William Billings Esq. his att^y and the said Josiah the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Depe do recover against the said Josiah seven pounds eight shillings and four pence lawful money damages and cost of Court taxed at two pounds four shillings and seven pence and thereof he may have his Ex. Ex. is: 16th March 1773.

Joseph Church of Hartford in the County of Hartford & Colony of Connecticut yeoman P^{tt}. vs. Timothy Burbank Burbank late of Springfield in the County of Hampshire yeoman's Deft. is a plea of the law for that the said Timothy at said Springfield on the fifteenth day of June 1771 by his note of that date for value received promised the said Joseph to pay him the sum of eight pounds lawful money on demand with lawful interest till paid yet the said Timothy the often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Joseph nine pounds. the P^{tt} appears by John Phelps Esq. his att^y and the said Timothy the three times publicly called makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said Timothy eight pounds eleven shillings and six pence lawful money damages and costs of suit taxed at one pound eighteen shillings and two pence and thereof he may have his Exemptions. Ex. is: 21st Septemb^r 1772.

John Proot of a place called the Wedge of Land in the County of Hartford and Colony of Connecticut in New England yeoman P^{tt}. vs. Justus Rose of Granville in the County of Hampshire yeoman's Deft. is a plea of the law for that the said John at said Granville on the first day of Octob^r last past at the special Instance and request of the said Justus sold and delivered to him six hundred and thirty eight pounds of good Merchantable Iron of him the said John he the said Justus in consideration thereof then and there undertook and faithfully promised that he the said Justus would well and truly pay to the said John so much money as such Iron so sold to the said Justus by the said John was reasonably worth at the time of the sale and delivery thereof when

Proot
vs
Rose
N^o 130 } when ever after he the said Justus should be thereto required
and the said John doth aver in fact the same Iron so-
sold to the said Justus by the said John was at the time
of the sale and delivery thereof reasonably worth the sum
of nine pounds and ten shillings lawful money that
is to say at Granville aforesaid of which the said Justus
then and there had Instantly notice yet the said Justus
tho often thereto requested hath not performed his said pro-
mise but he wholly neglects it to the damage of the d.
John twelve pounds the Plt. appears by John Phelps Gent. his
att. and the said Justus tho three times publicly called to come
into Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said John do recover
against the said Justus nine pounds three shillings and five
pence lawful money damages and Costs of Court taxed at One
pound, twenty shillings and four pence and Thereof he may
have his Ex. — Ex. is. 21st Septemb^r. 1772.

Porter
vs
Russell
N^o 131 } Peter Porter of Bute in the County of Berkshire yeoman Plt.
vs. Stephen Russell of Southwicks in the County of Hampshire
yeoman Deft. in a plea of the Case for that the said Stephen at
said Springfield on the sixth day of Novemb^r. last past by his
note of that date for value received promised one Joseph Porter
to pay to him or order four pounds lawful money at or before
the first day of May then next following the date of said note -
with Interest till paid, and afterwards at said Springfield on the
same day aforesaid no part of the Contents of said Note having
been paid to the said Joseph, he the said Joseph by his Indorse-
ment on the back of said Note with his own proper hand -
subscribed Indorsed the same over to the said Peter and the said
Joseph by his said Indorsement directed and ordered the said
Stephen to pay the Contents of said then wholly due and unpaid
to the said Peter the Plt. or his order value of him received whereof
he the said Stephen then and there Instantly had Notice and by
reason thereof became chargeable and liable to pay the Contents
of said Note to the said Peter according to the tenor of said note
and in consideration thereof he the said Stephen then and there
undertook and faithfully promised said Peter to pay him the
same according to the tenor of said Note - yet the said Stephen
tho often thereto requested hath not performed his said promise
but he wholly neglects it to the damage of the said Peter se-
ven pounds. the Plt. appears by John Phelps Gent. his att. and
the said Stephen tho three times publicly called to come into
Court doth not come but makes default of appearance here -
therefore it is considered by the Court that the said Peter do re-
cover against the said Stephen four pounds three shillings
and two pence lawful money damages and Costs of Court taxed at
One pound nineteen shillings and Eight pence and therefor

Leonard
vs
Hiscock
N^o 132 } Elijah Leonard of Springfield in the County of Hampshire yeo-
man Plt. vs. Jacob Hiscock late of Lancaster in the
County of Berkshire yeoman Deft. in a plea of Trover on

the Case for that the said Elijah at said Springfield on the last day of March last past at the Special Instance and request of the said Ichabod sold and delivered to him divers Goods and Merchandises of him the said Elijah he the said Ichabod in Consideration thereof then and there undertook and promised that he the said Ichabod would well and truly pay to the said Elijah so much money as such Goods Wares and Merchandises so sold to the said Ichabod by the said Elijah were reasonably worth at the time of the sale and delivery thereof when he the said Ichabod should be thereto requested and the said Elijah doth aver in fact that the said Goods Wares and Merchandises so sold to the said Ichabod by him the said Elijah as above were reasonably worth the sum of five pounds and seven pence halfpenny lawful money at the time of the sale aforesaid that is to say at said Springfield on the same day of March aforesaid of which the said Ichabod Instantly then and there had notice. Yet the said Ichabod tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Elijah Nine pounds. The Plt. appears by John Phelps Gent. his att. and the said Ichabod tho three times publicly called makes default of appearance here therefore it is considered by the Court that the said Elijah do recover against the said Ichabod five pounds and seven pence two farthings lawful money damages and Costs of Court taxed at one pound eighteen shillings and six pence and thereof he may have his Execution. — Ex. is. 12th Septemb. 1772. —

Consider Williston of Suffield in the County of Hampshire yeoman Plt. vs. William Spener late of Sheffield in the County of Berkshire yeoman Deft. in a plea of Trespass } Williston
on the Case for that whereas the said Consider at said- } vs
Springfield on the third day of September 1770 at the } Spener
Special Instance and request of the said William sold and } N^o 133
delivered to him two Saddles the Goods and Merchandise of the said Consider he the said Spener in Consideration thereof then and there undertook and faithfully promised that he the said Spener would well and truly pay to the said Consider so much money as such Goods and Merchandises so sold to the said Spener by the said Consider were reasonably worth at the time of the sale and delivery thereof whenever after he the said Spener should be thereto required and the said Consider doth aver in fact that the said Goods and Merchandises so sold to the said Spener as above were reasonably worth at the time of the sale and delivery thereof the sum of five pounds lawful money at Springfield aforesaid of which the said Spener afterwards viz the same day and year at said Springfield had notice Yet the said Spener tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Consider Nine pounds. — the Plt. appears by John Phelps Gent. his att. and the said Spener tho three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is

Williston } is considered by the Court that the said Consider do recover
vs } against the said Spenser five pounds lawful money damages
Spenser } and cost of suit taxed at one pound nineteen shillings and
No 133 } eight pence and thereof he may have his Ex. Ex. is. 26th Septemb. 1772

Noble } Noah Noble of Westfield in the County of Hampshire yor-
vs } man Plt. vs. Hesebriah Sumner late of Sandisfield in the
Sumner } County of Berkshire Gent. Deft. in a plea of Trespass on the
No 134 } Case for that the said Hesebriah at said Springfield on the
fourteenth day of April 1762. by his note of that date
for value received promised the said Noah to pay him the
sum of two pounds and nineteen shillings within six
months from the date of said note with the lawful Inter-
est thereof till paid yet the said Hesebriah tho the day given
for payment hath very long since elapsed and altho often
there to requested hath not performed his said promise but he
wholly neglects it to the damage of the said Noah nine pounds
the Plt. appears by John Phelps Gent. his att. and the said
Hesebriah tho three times publicly called to come into Court
doth not come but makes default of appearance here there-
fore it is considered by the Court that the said Noah do-
recover against the said Hesebriah four pounds fifteen shil-
lings and eight pence lawful money damages and cost
of Court taxed at one pound eighteen shillings and two
pence and thereof he may have his Ex. Ex. is. 11th March 1773

Hillyer } Pliny Hillyer of Westfield in the County of Hampshire—
vs } Trader Plt. vs. David Burbank late of Westfield aforesaid yor-
Burbank } man, Deft. in a plea of Trespass on the Case for that the d.
No 135 } David at said Westfield on the twelfth day of May last past
by one note under his hand of that date for value received
promised the said Pliny to pay him or Order the sum
of seven pounds lawful money on demand with law-
ful Interest till paid— and also for that the said David
at said Westfield on the same twelfth day of May by one
other Note in Writing under his hand of that date for va-
lue received promised the said Pliny to pay him or Order
one other sum of seven pounds lawful money on demand
with Interest till paid. yet the said David tho often there to
requested hath not performed his said promises neither of
them but he wholly neglects it to the damage of the said Pliny
fifteen pounds. the Plt. appears by John Phelps Gent. his
att. and the said David tho three times publicly called to
come into Court makes default of appearance here therefore
it is considered by the Court that the said Pliny do recover
against the said David ten pounds twelve shillings and three
farthings lawful money damages and cost of Court taxed at
one pound thirteen shillings and thereof. Ex. is. 15th Feby 1773

Clap } Margaret Clap of Westfield in the County of Hampshire
vs } Gentlewoman Plt. vs. David Burbank of Westfield aforesaid
Burbank }
No 136 }

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yeoman Deft. in a plea of Trespass on the Case for that the d.
David at said Westfield on the twentieth day of January last past
by his note of that date for value received promised the said Mar-
garet to pay her or order the sum of six pounds and nine shil-
lings lawful money on demand with Interest till paid yet
the said David tho after thereto requested hath not performed
his said promise but he wholly neglects it to the damage of
the said Margaret Nine pounds. the P^t. appears by John
Phelps Gent. her att. and the said David tho three times public-
ly called doth not come but makes default of appearance here
therefore it is considered by the Court that the said Margaret
do recover against the said David six pounds thirteen shillings
and eight pence lawful money damages and Cost of Court
taxed at one pound thirteen shillings and thereof she may have Ex.

Moses Duvey of Westfield in the County of Hampshire Gent. & (Duvey
one of the Deputy Sheriffs for said County under Solomon-
Hodgdon Esq. Sheriff of said County, P^t. vs. Joel Strong yeo-
man and Thomas Gilbert yeoman both late of South-
wiche in said County Deft. in a plea of Trespass on the Case
for that the said Joel and Thomas at said Southwiche on the
sixth day of Decemb^r last past by their joint note of that date
for value received promised the said Moses to pay him five
pounds lawful money on demand with Interest till paid
yet the said Joel and Thomas or either of them tho after thereto
requested have not performed their said promise but they unjustly
neglect it to the damage of the said Moses nine pounds.
the P^t. appears by John Phelps Gent. his att. and the said Joel
and Thomas tho three times publicly called to come into
Court make default of appearance here therefore it is con-
sidered by the Court that the said Moses do recover against
the said Joel and Thomas five pounds four shillings and
four pence two farthings lawful money damages and
Cost of Suit taxed at one pound fourteen shillings and
four pence and thereof he may have Ex. Ex. is. Septemb^r 26th 1772.

Margaret Ashley of Westfield in the County of Hampshire
Gentlewoman P^t. vs. John Tremain late of Egremont in the
County of Berkshire yeoman Deft. in a plea of Trespass on (Ashley
the Case for that the said John at said Westfield on the Eleventh
day of Decemb^r 1764 by his note of that date for value received
promised the said Margaret to pay her the sum of three pounds
fifteen shillings and six pence lawful money on demand with
the lawful Interest thereof till paid. yet the said John tho after
thereto requested hath not performed his said promise but he
wholly neglects it to the damage of the said Margaret seven
pounds the P^t. appears by John Phelps Gent. her att. and the d.
John tho three times publicly called to come into Court makes
default of appearance here therefore it is considered by the Court
that the said Margaret do recover against the said John one pound
sixteen shillings and four pence lawful money damages and
Cost of Court taxed at one p^r time sixteen shillings and two
pence and thereof she may have Ex. Ex. is. 3^d August 1773.

Griffin
vs
Strong
N^o 141 } Ephraim Griffin of Southwicks in the County of Hampshire
yeoman Plt. vs. Joel Strong late of Southwicks aforesaid yeoman
Deft. in a plea of Trespass on the Case for that the said
Joel at said Southwicks on the fifth day of Feb^y. 1770 by
his note in writing under his hand of that date for value
received promised the said Ephraim to pay him the sum
of three pounds and five shillings worth of good Merchant-
able wheat on demand at the Market price with the lawful
Interest till paid yet the said Joel the often thereto requested
hath not performed his said promise the the said Ephraim
hath been always hitherto ready to receive s^d. wheat but he
hitherto hath and still doth unjustly neglect it to the da-
mage of the said Ephraim seven pounds the Plt. appears
by John Phelps Gent. his Att^y. and the said Joel the three times
publicly called to come into Court doth not come but on a
default of appearance here therefore it is considered by the
Court that the said Ephraim do recover against the said
Joel two pounds thirteen shillings and four pence lawful
money damages and Cost of Court taxed at one pound-
Sixteen shillings and three pence and thereof he may have Ex.

Taylor
vs
Isabel
N^o 142 } Isabel Taylor of Springfield in the County of Hampshire
yeoman Plt. vs. Jesse Isabel of Westfield in said County yeoman
Deft. in a plea of the Case for that the said Jesse at
said Springfield on the Eleventh day of Decemb^r. last past by his
note of that date for value received promised the said Isabel to
pay him the sum of seven pounds Eighteen shillings and ten
pence lawful money by the first day of May then next following
the said note with the lawful Interest till paid yet the said Jesse
the often thereto requested hath not performed his said promise but
he wholly neglects it to the damage of the said Isabel seven pounds
the Plt. appears by John Phelps Gent. his Att^y. and the said Jesse
the three times publicly called doth not come but makes default
of appearance here therefore it is considered by the Court that
the said Isabel do recover against the said Jesse Eight pounds
five shillings and seven pence lawful money damages &
Cost of Court taxed at one pound Twelve shillings and two
pence and thereof he may have Ex. - Ex. is. 21st Septemb^r. 1772

Emerson
vs
Smith
N^o 143 } Elihu Emerson of Westfield in the County of Hampshire
yeoman Plt. vs. Joel Smith of Westfield aforesaid yeoman Deft.
in a plea of the Case for that the said Joel at said Westfield on the
fourteenth day of March 1771 by his note of that date for value
received promised the said Elihu to pay him or order three pounds
lawful money on demand with Interest till paid yet the said Joel
the often thereto requested hath not performed his said promise but
he wholly neglects it to the damage of the said Elihu five pounds
the Plt. by John Phelps Gent. his Att^y. and the said Joel by Justice
Gibb Gent. his Att^y. come into Court and refer this action and all

demands both at Law and in Equity subsisting between the said Parties and as well all Costs and Charges attending the demands as the matter of the demands themselves to the final award and determination of Doct. Samuel Mather, Capt. John Bancroft and Capt. William Muzzard all of Westfield and agree that the Judgment that may be rendered upon such award (the same to be made and returned to the said Court so soon as may be) shall be final and that Execution Issue accordingly - and the said Parties accordingly have a day before the Lord the thing here until the second Tuesday of November next following said last Tuesday of August apas. —

Asa Smith of Granville in the County of Hampshire Plaintiff vs. John Wright of Granville in the said County Defendant in a plea of Trespass on the Case for that the said John at said Granville on the fifteenth day of July last past by his Note of that date for value received promised the said Asa to pay him or his Order the sum of sixteen pounds the lawful Interest till paid. Yet the said John the after thereto requested hath not performed his said promise but he unjustly neglects to do it to the damage of the said Asa twenty pounds. the Plt. appears by John Phelps Gent his att. and the said John the three times publicly called doth not come but makes default of appearance here therefore it is considered by the Court that the said Asa do recover against the said John sixteen pounds four shillings and one penny three farthings lawful money damages and Costs of Court taxed at one pound eighteen shillings and threeshe may have his Ex. — Ex. in 13th November 1772.

Smith
vs
Wright
No 144

Joseph Sweetman of Granville in the County of Hampshire Plaintiff vs. Biddad Fowler of Westfield in said County Defendant in a plea of the Case for that the said Joseph at said Westfield on the last day of April 1767 at the special Instance and request of the said Biddad sold and delivered to him four hundred feet of wooden ware and four Bushels of wheat the Goods and Merchandises of him the said Joseph he the said Biddad in Consideration thereof then and there undertook and faithfully promised that he the said Biddad would well and truly pay and content him the said Joseph so much money as such Goods Wares and Merchandises so sold to the said Biddad by the said Joseph were reasonably worth at the time of the sale & delivery thereof whenever after he the said Biddad should be thereto required and the said Joseph doth aver in fact that the said Goods Wares and Merchandises so sold to ~~him~~ the said Biddad by him the said Joseph as above were reasonably worth at the time of the sale and delivery thereof the sum of four pounds and sixteen shillings lawful money at Westfield aforesaid of which the said Biddad then and there had notice. and also for that the said Biddad afterwards at said Westfield on the last day of August 1767 was indebted to the said Joseph in the sum of six pounds four shillings and nine pence lawful money for the like sum of money by him the said Biddad before that time had and received to the use of the said Joseph and being so indebted he the said Biddad afterwards viz on

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vs
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 vs
 Fowler
 N^o 145

on the same day and year aforesaid at said Westfield in Consider-
 ations thereof then and there undertook and faithfully promised
 that he the said Biddad would well and truly content and pay
 to the said Joseph said Sum of Six pounds four Shillings and
 nine pence whenever after he said Biddad should be thereto
 required yet the said Biddad tho often thereto required hath
 not performed either of his said promises but unjustly neg-
 lects it to the damage of the said Joseph fourteen pounds.—
 The Plt. by John Phelps Gent. his att. and the said Biddad by
 Samuel Fowler Gent. his att. come into Court and refer this
 action together with all other demands subsisting between
 the said Parties (excepting a certain demand which the said
 Joseph hath against the said Biddad for Costs occasioned to
 him the said Joseph by the Suit of the said Biddad against
 him the said Joseph brought to this Court but not prosecuted)
 to the final Judgment Determination and Award of Timothy
 Robinson Esq. Capt. John Mosely and David Mosely or any
 two of them (Arbitrators mutually elected by the said Parties)
 to be made upon the premises and returned into this Court
 so soon as may be &c. and the said Parties accordingly have
 a day before the Lord the thing here untill the second Tuesday
 of Novemb^r next following said last Tuesday of August aforesaid.

Pomeroy
 vs
 Loomis
 N^o 146

Medad Pomeroy of Suffolk in the County of Hampshire yeo-
 man Plt. vs. Israel Loomis of Southwicks in said County yeo-
 man Deft. in a plea of Trespass on the Case for that the said—
 Israel at said Springfield on the fourth day of May last past by
 his note of that date for value received promised the said Medad
 to pay him (by the name of Medad Pomeroy) four pounds twil
 Shillings lawful money upon demand, meaning the sum of
 four pounds and twelve Shillings lawful money upon demand
 with interest meaning with the lawful Interest thereof from
 the date of said note till paid. Yet the said Israel tho often
 thereto requested hath not performed his said promise but
 he unjustly neglects it to the damage of the said Medad four
 pounds. The Plt. appears by John Phelps Gent. his att. and
 the said Israel being three times publicly called to answer—
 default of appearance here therefore it is Considered by the
 Court that the said Medad do recover against the said Israel
 four pounds thirteens Shillings and eight pence lawful
 money damages and Cost of Suit taxed at one pound four
 pence Shillings and three pence and therefore. Ex. is. 13th Nov^r. 1772

Pettibone
 vs
 Austin
 N^o 147

Ozias Pettibone of Simsbury in the County of Hartford
 and Colony of Connecticut Gent. Plt. vs. Joshua Austin of
 Southwicks in the County of Hampshire yeoman Deft.
 in a plea of the Case for that the said Joshua at S. Spring-
 field on the sixteenth day of January 1771 by his note
 of that date for value received promised the said Ozias to

pay him the sum of four pounds Seven Shillings and one penny lawful money on demand with the lawful Interest thereof till paid yet the said Austin the often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Oria's Seven pounds the P'tt appears by John Phelps Gent. his att. and the said Joshua being three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Oria's do recover against the said Joshua four pounds fifteen Shillings and six pence lawful money damages and Cost of Court taxed at one pound eighteen Shillings and four pence and thereof he may have his Execution.

Ex. is? 21st September 1772.

Moses Bagge of Springfield in the County of Hampshire
 yeoman P'tt. vs. Nathaniel Williams of Westfield in S. County
 yeoman D'ft. in a plea of trespass on the Case for that
 the said Nathaniel at said Westfield on the twenty fifth day
 of August 1764 by his note of that date for value received
 promised one John Phelps to pay him or Order the sum
 of twenty four Shillings lawful money on demand with
 Interest till paid and afterwards at said Westfield on the
 same day aforesaid no part of the contents of said Note hav-
 ing been paid to the said John he the said John by his
 Indorsement on the back of said Note Indorsed the same over
 to the said Moses the P'tt. and by his said Indorsement di-
 rected and ordered the said Nathaniel to pay the contents
 of said note then wholly due and unpaid to the said Moses
 the P'tt. or his Order for value of him received whereof the
 said Nathaniel then and there had notice and by reason
 thereof became chargeable and liable to pay the contents of
 the said note to the said Moses on demand and in consideration
 thereof he the said Nathaniel then and there undertook and
 faithfully promised said Moses to pay him the same on demand
 And also for that the said Moses afterwards viz on the last day
 of November last past at said Westfield had done and performed
 for the said Nathaniel at his special Instance and request certain
 work and Labour in his the said Moses Trade of a Smith and
 had at the like Instance and request of the said Nathaniel found
 and provided divers materials and things used and employed
 in and about the said Work and Labour aforesaid he the said
 Nathaniel then and there in Consideration thereof undertook
 and faithfully promised the said Moses that he would content &
 pay him the said Moses all such sums of money as the said
 Moses deserved to have for such work and Labour last mentioned
 to be done and performed for the said Nathaniel by him the
 said Moses and for such materials about the same found and
 provided by the said Moses as aforesaid whenever he should
 be thereto required and the said Moses in fact saith that
 he reasonably deserved to have for the said Work and Labour
 last above mentioned to be done and performed for the said

Bagge
 vs
 Williams
 No 148

Bagg
vs
Williams
N^o 148 } Nathaniel by him the said Moses the sum of seven pounds
ten shillings and seven pence lawful money and that for
the necessary materials and things found and provided
by the said Moses in and about such work and labour he
reasonably deserved to have another sum of seven pounds
ten shillings and seven pence of like lawful money of
which the said Nathaniel afterwards to wit the same day
and year at Wiltfield aforesaid had notice from him the
said Moses yet the said Nathaniel the often thereto requested
hath not performed either of his said promises but he withholds
hath and still doth unjustly neglect it to the damage of
the said Moses twenty pounds. On the seventh day of the Term
on motion of the Deft. by John Worthington Esq. and after the dismis-
sion of the Jury it is ordered that the default of the said Natha-
niel which had before been entered on his paying the Plt. his
costs to this time be taken off and the Deft. have leave to re-enter
but he did not, nor doth the Plt. enter anuo.

Hitchcock
vs
Hilman
N^o 149 } Luke Hitchcock of Granville in the County of Hampshire yeo-
man Plt. vs. John Hilman of Sandisfield in the County of Berke-
shire Esq. and John Hilman jun. of Sandisfield yeoman
Deft. in a plea of the Case for that the said John and John jun.
at said Springfield on the twenty eighth day of January 1772
by their Note of that date for value received promised the
said Luke both jointly and severally to pay him or order
the sum of thirteen pounds eight shillings and six pence law-
ful money on or before the first day of June next ensuing the
date of said Note with the lawful Interest thereof from the
time of payment till paid and the Plt. says the day given
for payment of said Note hath elapsed yet the said John or
John jun. the often thereto requested have not performed their
said promise but they wholly neglect it to the damage of the
said Luke fifteen pounds. the Plt. appears by John Phelps Gent.
his att. and the said Deft. the three times publicly called to
come into Court do not come but make default of appear-
ance here therefore it is considered by the Court that the s.
Luke do recover against the said John and John jun.
thirteen pounds seventeen shillings and eleven pence
one farthing lawful money damages and Costs of
Court taxed at two pounds three shillings and one penny
and thereof he may have his Ex. Ex. is? 21st Septemb. 1772.

Hayre
vs
Halladay
N^o 150 } Samuel Hayre of Southwiche in the County of Hampshire
yeoman Plt. vs. Noah Halladay of Southwiche aforesaid yeo-
man Deft. in a plea of the Case for that the said Noah at
said Springfield on the thirteenth day of June 1771 by his
note of that date for value received promised the said Samuel
to pay him the sum of eight pounds and twelve shillings
lawful money on or before the twentieth day of Octob. then

next insuing the date of said Note with lawful Interest till paid yet the said Noah the often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Samuel nine pounds. the Ptt. appears by John Phelps Gent. his Att^r and the said Noah the three times publicly called to come into Court doth not come but makes default of appear and here therefore it is considered by the Court that the said Samuel do recover against the said Noah nine pounds four Shillings and six pence lawful money damages and costs of Court taxed at one pound thirteen shillings and ten pence and thereof he may have his Ex. Ex. is. 26th Septemb^r. 1772.

Silence Morse of Southwiche in the County of Hampshire Spin^r (Morse vs Struter
 ster. Ptt. vs. Samuel Struter late of Walsfield in the County of Hampshire aforesaid yeoman Deft. in a plea of the Case
 for that said Samuel at said Walsfield on the twenty fifth day of Decemb^r. 1769 by his note of that date for value received promised the said Silence to pay to her or one Ebenezer Smith the sum of four pounds fifteen shillings and six pence lawful money in one year from the date of said note or that value ~~promised~~ in Cattle prized by men and Interest till paid, and the Ptt. says she has always been ready to receive said Cattle yet the said Samuel the often thereto requested never paid the same to the said Ebenezer or Silence or either of them but he wholly neglects to fulfill his said promise to the damage of the said Silence nine pounds. the Ptt. appears by John Phelps Gent. her Att^r. and the Deft. by Joseph Hawley Esq. his Att^r. comes here and humbly moves that this action may be continued the Deft. being lame and unable to attend or therefore it is considered that said Parties have a day before the Lord the thing here untill the second Tuesday of Novemb^r. next following said last Tuesday of August aforesaid.

William Tiley of Hartford in the County of Hartford and Colony of Connecticut Trader Ptt. vs. William More of Southwiche in the County of Hampshire yeoman Deft. in a plea of the Case for that the said More at said Springfield on the eighth day of July 1769 by his note of that date for value received promised the said Tiley to pay him or Order seven pounds fifteen shillings lawful money or the value thereof in good merchantable wheat at the market price in Hartford on demand and the Ptt. in fact says he has always been ready to receive the same wheat viz. at said Springfield yet the said More the often requested hath not paid the same sum nor the value thereof in Wheat nor has he any ways fulfilled his said promise but he neglects and refuses to do it. Also for that the said More then afterwards on the same day by his other Note of that date for value received promised the Ptt. to pay him another sum of seven pounds fifteen shillings lawful money or the value thereof in other good merchantable Wheat at the market price in Hartford within a reasonable time after the date of the same note and the said Tiley in fact says that the said More has long since had reasonable and sufficient time to pay the same sum and

Tiley
vs
More
N^o 152 } and the value thereof in Wheat and that he always has
been ready to receive the same viz. at Springfield aforesaid
yet the said More the often requested hath not paid the same
sum nor the value thereof in Wheat nor any ways ful-
filled his said last mentioned promise but he neglects and
refuses to do it to the damage of the said Tiley thirteen pounds
the P^{lt}. appears by Jonathan Bliss Esq. his Att^r. and the said-
More being three times solemnly called to come into Court
makes default of appearance here therefore it is considered
by the Court that the said Tiley do recover against the said
More seven pounds fifteen shillings lawful money da-
mages and Cost of Court taxed at one pound nineteen
shillings and six pence and thereof. Ex. is. 21st Septemb^r. 1772

Leonard
vs
Whiting
N^o 153 } Samuel Leonard of Springfield in the County of Hamp-
shire yeoman P^{lt}. vs. William Whiting of South Hadley
in said County yeoman Deft. in a plea of the Case for that
the said William at said Springfield on the last day of
Decemb^r last past by his Note for value received promised
the P^{lt}. to pay him three pounds one shilling and one
penny lawful money on demand yet the said William the
often requested hath not paid the same sum nor any part of
it but he neglects to do it to the damage of the said Samuel
five pounds. the P^{lt}. appears by Jonathan Bliss Esq. his Att^r.
and the said William the three times publicly called makes
default of appearance here therefore it is considered by the
Court that the said Samuel do recover against the said William
three pounds one shilling and one penny lawful money
damages and Cost of Court taxed at one pound eleven shil-
lings and three pence and thereof. Ex. is. 21st Septemb^r. 1772. -

Merrills
vs
Gaylord
N^o 155 } Daniel Merrills of Hartford in the County of Hartford and
Colony of Connecticut yeoman P^{lt}. vs. Eliphalet Gaylord
of South Hadley in the County of Hampshire yeoman Deft.
in a plea of the Case for that the said Eliphalet on the twen-
ty third day of May last past at Springfield aforesaid by his
note under his hand of that date for value received promised
the said Daniel to pay him or his Order nine pounds nine-
teen shillings lawful money on demand with Interest for
the same untill paid yet the said Eliphalet the often re-
quested hath never paid the same sum or the Interest of it
but he neglects and refuses to do it to the damage of the s^d.
Daniel fifteen pounds. the P^{lt}. appears by Jonathan Bliss Esq.
his Att^r. and the said Eliphalet the three times publicly
called to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court
that the said Daniel do recover against the said Eliphalet
ten pounds two shillings and three pence lawful
money damages and Costs of Court taxed at one pound
nineteen shillings and eight pence and thereof he may
have his Ex. Ex. is. 21st Septemb^r. 1772. -

~~judgment~~ Thomas Goldthwait of Springfield in the County of Hampshire Petitioner vs. Joseph Sikes of Belchertown in said County of Hampshire respondent Deft. in a plea of the case for that the said Joseph at said Springfield on the eighth day of January 1768 by his note of that date for value received promised the said Thomas to deliver to him two pounds nine shillings and six pence lawful money worth of Merchantable Barrel Staves at his said Thomas's House in Springfield aforesaid by the first day of June then next following and the Pet. in fact says that he was there on the same day ready to receive the said Staves and there requested the said Joseph to pay and deliver the same, yet the said Joseph the often requested hath not delivered the said Staves nor any part thereof or any ways fulfilled his said promise but he neglects and refuses to do it to the damage of the said Thomas six pounds. the Pet. appears by Jonathan Bliss Esq. his att. and the said Joseph the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Joseph two pounds nineteen shillings and two farthings lawful money damages and cost of Court taxed at one pound eleven shillings and eight pence and thereof Ex. is. 26th Octob. 1772.

Moses Cooley of Springfield in the County of Hampshire Gent. Pet. vs. Isaac Colton of Palmer in said County Gent. and a Deputy Sheriff for said County under Solomon Stoddard Esq. Sheriff of the same County Deft. in a plea of the case for that the said Isaac at said Springfield on the fourth day of August 1770 by his Note under his hand for value received promised the said Moses to pay him eight pounds five shillings and seven pence lawful money on demand with lawful Interest for the same till paid. yet the said Isaac the often thereto requested hath not paid the same sum or the Interest of it but he neglects and refuses to do it to the damage of the said Moses twelve pounds. the Pet. appears by Jonathan Bliss Esq. his att. and the said Isaac the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Moses do recover against the said Isaac nine pounds six shillings and one penny one farthing lawful money damages and cost of Court taxed at one pound ten shillings and ten pence and thereof he may have his Execution. — Ex. is. Septemb. 25th 1772.

John Downing of Ware in the County of Hampshire Innholder Pet. vs. John Moor of Palmer in said County Husbandman Deft. in a plea of the case for that the said Moor on the eighteenth day of May 1767 at Springfield aforesaid by his note under his hand for value received promised the Pet. to pay him or Order two pounds twelve shillings and four pence lawful money on demand with

Downing
vs
Moor
No 158 } with Interest (meaning lawful Interest for the same till paid)
yet the said Moor the often requested hath not paid the
same sum or the Interest of it but he neglects and refuses
to do it to the damage of the said Downing seven pounds-
the Plt. appears by Jonathan Bliss Esq. his Att. and the said
Moor the three times publicly called to come into Court
dath not come but makes default of appearance here there-
fore it is considered by the Court that the said Downing do
recover against the said Moor three pounds Eight Shillings
and ten pence two farthings lawful money damages &
costs of Court taxed at one pound Eighteen Shillings and ten
pence and thereof he may have Ex. Ex. is. 25th Septemb. 1772.

Pynchon
vs
Dewey
No 159 } William Pynchon of Springfield in the County of Hamp-
shire yeoman and a Deputy Sheriff for said County under
Solomon Stoddard Esq. Sheriff of the same County Plt.
vs. Moses Dewey of Westfield in said County of Hampshire
Gent. and a Deputy Sheriff under Solomon Stoddard Esq.
Sheriff of said County Deft. in a plea of the Case for that
the said Moses at said Springfield on the tenth day of Feb^y
1769. by his note under his hand for value received-
promised the said William to pay him or Order Eight
Shillings lawful money on demand with use (meaning
lawful Interest for the same till paid) - Also for that the said
Moses there afterwards on the fifteenth day of May in the
same year by his other note under his hand for value received
promised the said William to pay him or Order a farther
sum of fifteen shillings and three pence like money on
demand with use (meaning lawful Interest) for the same
till paid - also for that the said Moses there afterwards
on the tenth day of Novemb^r 1770 by his other note under
his hand for value received promised the said William to
pay him or Order one other sum of thirteen shillings and
nine pence like money on demand with use (meaning
lawful Interest) for the same till paid. - Also for that the
said Moses there afterwards on the twentieth day of May 1771
by his other note under his hand for value received promised
the said William to pay him or order the further sum
of six shillings like money on demand with Interest
for the same till paid. yet the said Moses the often re-
quested hath not paid the several sums aforesaid or either
of them or the Interest of either of them but he neglects
and refuses to do it to the damage of the said William six
pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and
the said Moses the three times publicly called to come into
Court dath not come but makes default of appearance here
therefore it is considered by the Court that the said William
do recover against the said Moses two pounds nine shil-
lings and four pence two farthings lawful money damages

and Costs of Suit taxed at One pound nine Shillings and eight pence and thereof he may have his Ex. Ex. is. 16th December 1772. 244

Joseph Furnum of Wilbraham in the County of Hampshire yeoman Plt. vs. David Goolley of Palmer in said County - yeoman Deft. in a plea of the Case for that the said David on the ninth day of March last past at Springfield aforesaid by his Note under his hand for value received promised the said Joseph to pay him or Order Nine pounds ten Shillings and ten pence lawful money within three months from that time with Interest after that time till paid yet the said David tho that time is elapsed and the often requested hath not paid the same sum or the Interest of it but he neglects and refuses to do it to the damage of the said Joseph twelve pounds. the Plt. appears by Jonathan Phillips Esq. his att. and the D^f. David tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Joseph do recover against the said David nine pounds thirteen Shillings and four pence lawful money damages and Cost of Suit taxed at one pound fourteen Shillings and thereof he may have his Ex. Ex. is. 21st Septemb^r. 1772. —

Furnum
vs
Goolley
N^o 160

George Synchon of Springfield in the County of Hampshire Gent. Plt. vs. Jesse Warner of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said Jesse on the twenty seventh day of August last past at Springfield aforesaid by his Note under his hand for value received promised the said George to pay him or Order three pounds sixteen Shillings and ten pence lawful money on demand with lawful Interest for the same till paid yet the said Jesse tho often requested hath not paid the same sum or the Interest of it but he neglects to do it to the damage of the said George seven pounds. the Plt. appears by Jonathan Phillips Esq. his att. and the said Jesse tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said George do recover against the said Jesse four pounds one Shilling and five pence lawful money damages and Cost of Court taxed at one pound eight Shillings and ten pence and thereof Ex. is. 21st Septemb^r. 1772. —

Synchon
vs
Warner
N^o 161

Joseph Sibes of Wilbraham in the County of Hampshire yeoman Plt. vs. Abisha Riel of Greenwich in the County aforesaid yeoman Deft. in a plea of the Case se as p^t. Writ on file. the Plt. being three times publicly called is nonsuit and the Deft. likewise defaulted - and the action dismissed. —

Sibes
vs
Riel
N^o 162

Benjamin Ashley of Springfield in the County of Hampshire yeoman Plt. vs. Phineas Smith of Springfield aforesaid yeoman Deft. in a plea of Trespass whereupon the said Benjamin complains and says that he the said Phineas at said Springfield on the fifth day of Octob^r. last past and on divers days and times between the said fifth day of said Octob^r. and this day of June the close of the Plt. lying in said Springfield on the West Side of Connecticut River Past a place called the Edges and near the Brook called Paucatum Brook with force and Arms broke

Ashley
vs
Smith
N^o 163

Ashley
vs
Smith
N^o 163

broke and entered and being so entered he the said Phineas -
three hundred of the P^lt's bus of the value of ten pounds on the
same close standing and growing on the said fifth day of Oct.
Octob^r and on said divers days and times between said fifth
day of Octob^r and 5th of June did cut down fell destroy
and carry away and many other wrongs and injuries to
the P^lt. then and there did contrary to Law and against the
peace of our Sovereign Lord the King to the damage of the
said Benjamin's fifteen pounds. the P^lt. appears by Moses Bliff
Esq. his Att^r and the said Phineas by Joseph Hawley Esq. his
att^r. comes and defends the force and Injury when &c and saith
that he is not guilty in manner and form as the said -
Benjamin libly has above declared against him and thereof
puts himself on the Country. And the P^lt. likewise. Thereupon
the Jurors of the Jury agreeable to the form and effect of the
Statutes in this Case made and provided now at this time
returned and impanelled being demanded likewise come who
to say the truth concerning the premises being duly sworn
declare upon their Oaths that the said Phineas is not guilty of
the Trespass alleged, and therefore find for the Def^t. his Costs.
Therefore it is considered that the said Phineas do recover
against the said Benjamin his Costs taxed at one pound seven
Shillings and nine pence and thereof he may have his Ex.

Palmer
vs
Thent
N^o 164

Said Palmer of Suffield in the County of Hampshire yeo-
man P^lt. vs Abel Thent of a place called Periche in the County
of Berkshire yeoman Def^t. in a plea of Trespass on the Case
for that said Said and said Abel at said Springfield on the
fifteenth day of May. 1771 accounted together of and concern-
ing divers Sums of money there before that time due and
payable by the said Abel to the said Said and then in arrear
and unpaid and upon such Account stated the said Abel was
then and there found to be in Arrear to the said Said the
Sum of Nine pounds lawful money and in Consideration
thereof he the said Abel then and there promised said Said to
pay him the same on demand. Also for that said Abel at
Springfield on the fifteenth day of said May being justly Indebted
to the said Said in one other Sum of nine pounds lawful
money for work and Labour there before that time done &
performed by the said Said for said Abel at his request in
Consideration thereof promised the said Said to pay him the same
on demand. Yet said Abel the after thereto requested hath not
paid said Said either of said Sums or any part thereof but hi-
ther to hath and still neglects and refuses to pay the same to
the damage of the said Said Eighteen pounds the P^lt. appears
by Moses Bliff Esq. his Att^r and the said Abel the three times
publicly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the
Court that the said Said do recover against the said Abel
Nine pounds lawful money damages and Costs of

Suit taxed at two pounds one Shilling and ten pence and thereof he may have his Ex. — Ex. is. 26th Octob^r. 1772. — 245

Thomas Bates of Springfield in the County of Hampshire yeoman Plt. vs David M^rritt of Rutland in the County of Worcester yeoman Deft. in a plea of the Case for that said David at said Springfield on the twenty seventh day of March last past by his note of that date for value received promised said Thomas to pay him forty six Shillings and eight pence lawful money on demand with lawful Interest for the same till paid yet said David the often thereto requested hath not paid said Thomas the same or any p^{ar}ty thereof but he hitherto hath and still neglects and refuses to pay him the same to the damage of the said Thomas three pounds. the Plt. appears by Moses Blis Esq. his att^y. and the said David the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said David two pounds seven Shillings and ten pence one farthing lawful money damages and Costs of Court taxed at one pound fourteen Shillings and eight pence. and thereof he may have Ex. Ex. is. 26th Septemb^r. 1772. Bates
vs
M^rritt
N^o 165

Oliver Phelps of Suffield in the County of Hampshire yeoman Plt. vs. Barzillai Brewer of Northampton in said County yeoman Deft. in a plea of the Case for that said Barzillai at said Suffield on the eighteenth day of December 1770. by his note under his hand of that date for value received promised said Oliver to deliver him two hundred feet of good white wood Bowes at the dwelling house of Matthew Copley in said Suffield by the first day of April then next. And also for that said Matthew at said Suffield on the second day of January 1771 by his other note of that date for value received promised said Oliver to deliver him one hundred feet of good merchantable wasson Ware at the dwelling house of said Matthew Copley by the first day of April then next which said Wooden Ware and white wood Bowls each said Oliver says are well worth twenty five Shillings lawful money by the hundred feet and that he the said Oliver hath been always ready to receive the same of the said Barzillai there at said Matthews dwelling house aforesaid and particularly on said first day of said April through out the whole of said day yet said Barzillai the often requested hath not delivered said Oliver said wooden Ware or Bowls or any part thereof or any ways performed either of his said promises but hitherto hath and still neglects and refuses to deliver the same to the damage of the said Oliver four pounds. the Plt. appears by Moses Blis Esq. his att^y. and the said Barzillai the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Oliver do recover against the said Barzillai three pounds lawful money damages and Costs of Suit taxed at one pound fourteen Shillings and eight pence of like lawful money and thereof he may have his Executions. Ex. is. 26th Septemb^r. 1772. — Phelps
vs
Brewer
N^o 166

Gatdwell
vs
Woodbridge
No 167
Charles Gatdwell of Hartford in the County of Hartford and Colony
of Connecticut yeoman Plt. vs. John Woodbridge the younger of
South Hadley in the County of Hampshire Gent. Deft. in a plea
of the Case for that said John at said Springfield on the fourteenth
day of Feb^y 1771 by his note under his hand of that date for
value received promised said Charles to pay him thirteen pounds
seventeen shillings and nine pence lawful money within
fifteen months from the date thereof with lawful Interest for
the same from the said date thereof till paid yet said John the
often thereto requested hath not paid said Charles the same sum or
any penny thereof or said Interest but he hitherto hath and still
neglects and refuses to pay him the same to the damage of the
said Charles sixteen pounds. the Plt. appears by Moses Bliff
Esq. his Att^y and the said John the three times publicly called to
come into Court doth not come but makes default of appearance
here therefore it is considered by the Court that the said Charles
do recover against the said John fifteen pounds four shillings
and eleven pence one farthing lawful money damages and
costs of Court taxed at one pound nineteen shillings and ten pence
and thereof he may have his Ex. - Ex. is. 22^d Septemb^r 1772. -

Towler
vs
Leonard
No 168
Bilad Towler of Westfield in the County of Hampshire yeoman
Plt. vs. Joseph Leonard jun^r of Springfield in said County Gent.
Deft. in a plea of the Case for that said Joseph at said Springfield
on the twenty sixth day of August last past by his note of that date
for value received promised said Bilad to pay him eight pounds &
two pence lawful money on demand with lawful Interest for
the same till paid. yet said Joseph the often thereto requested hath not
paid said Bilad the same sum or any penny thereof or said Interest
but hitherto hath and still neglects and refuses to pay him the
same to the damage of the said Bilad nine pounds. the
Plt. appears by Moses Bliff Esq. his Att^y and the said Joseph the
three times publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered by the
Court that the said Bilad do recover against the said Joseph eight
pounds nine shillings and eight pence lawful money da-
mages and cost of Court taxed at one pound twelve shillings
and four pence and thereof &c. Ex. is. 22^d Septemb^r 1772. -

Towler
vs
Hayre
No 169
Bilad Towler of Westfield in the County of Hampshire
yeoman Plt. vs. Samuel Hayre of Southwick in said
County yeoman Deft. in a plea of the Case for that said
Samuel at said Springfield on the tenth day of Octob^r last
past by his note of that date for value received promised
said Bilad to pay him nineteen pounds eighteen shillings
and three pence halfpenny lawful money by the first day
of April then next with lawful Interest for the same till paid
yet said Samuel the often thereto requested hath not paid said
Bilad the same sum or any penny thereof or said Interest
but hitherto hath and still neglects and refuses to pay him
the same to the damage of the said Bilad twenty two pounds
the Plt. appears by Moses Bliff Esq. his Att^y and the said
Samuel the three times publicly called makes default of

appearance here therefore it is considered by the Court that the said Biddad do recover against the said Samuel twenty pounds nineteen shillings and six pence three farthings lawful money damages and Cost of Court taxed at one pound thirteen shillings and thereof he may have his Ex. Ex. is? 22. Septemb. 1772.

Biddad Fowler of Westfield in the County of Hampshire yeoman
Plt. vs. Joel Strong late of Southwicks in said County yeoman
Deft. in a plea of the Case for that said Joel at said Springfield on the twenty sixth day of July 1771 by his note under his hand of that date for value received promised said Biddad to pay him or his Order three pounds five shillings and six pence by the first day of May then next with us meaning lawful Interest for the same till yet said Joel the often thereto requested hath not paid said Biddad the same sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Biddad four pounds. the Plt. appears by Moses Bliss Esq. his Att. and the D. Joel being three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Biddad do recover against the said Joel three pounds nine shillings and nine pence one farthing lawful money damages and Cost of Court taxed at one pound fourteen shillings and four pence and thereof &c. Ex. is? 22. Septemb. 1772.

Nathanial Elsworth of East Windsor in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Benjamin Wait junr. of Springfield in the County of Hampshire yeoman
Deft. in a plea of Debt whereupon the said Nathanial complains and says that he the said Nathanial before and by the consideration of the Justices of the Inferiour Court of Common pleas holden at Springfield within and for said County of Hampshire on the last Tuesday of August in the ninth year of his Majesty's Rights recovered Judgment against the said Benjamin for the sum of Eleven pounds twelve shillings and three pence one farthing lawful money for his damages which he the said Nathanial had sustained by means of the said Benjamin's not performing his certain promise before that time made to the said Nathanial and for the sum of thirty four shillings and eight pence like money for his Costs and Charges by him about his Suit in that behalf expended whereof the said Benjamin is convicted as by the Record thereof in s^d Inferiour Court remaining fully appears which Judgment as yet remains in its full force not reversed annulled discharged or any ways satisfied or paid and the divers Writs of Execution have been issued thereon yet they have long since been returned unsatisfied whereby Action comes to the said Nathanial to have and recover the same sums of the said Benjamin yet said Benjamin the often requested hath never paid the same or any penny thereof but denies so to do to the damage of the said Nathanial fifteen pounds the Plt. appears by Moses Bliss Esq. his Att. and the said

Elsworth
vs
Wait
N^o 171 } said Benjamin being three times solemnly called to come
into Court doth not come but makes default of appearance
here therefore it is considered by the Court that the said Ma-
thanail do recover against the said Benjamin fifteen pounds
nine shillings and four pence Debt & damages and Costs
of Court taxed at one pound fourteen shillings and ten-
pence and thereof he may have &c. - Ex. is. 22^d. Septemb^r. 1772. -

Worthington Esq.
vs
Noble
N^o 172 } John Worthington Esq. of Springfield in the County of Hamp-
shire Plt. vs. Caleb Noble lately of Sheffield in the County
of Berkshire yeoman Deft. in a plea of the Law for that said
Caleb at said Springfield on the first day of August 1768
was Justly Indebted to said John the Plt. and Josiah Dwight
Esq. which said Josiah hath since that time deceased and the
Plt. hath survived him, in the sum of three pounds three shil-
lings and five pence one farthing for Iron there before that
time sold and delivered by the said John and Josiah to the d.
Caleb at his request and in Considerations thereof he the said
Caleb then and there promised said John and Josiah to pay
thems the same sum on demand - and also for that whereas
the said John and Josiah there at said Springfield on the
same first day of August had there before that time sold and de-
livered to the said Caleb other Iron at his request in Consider-
ation thereof the said Caleb then and there promised said John
and Josiah to pay them so much money therefor as the same
Iron was reasonably worth and the Plt. in fact says that the
same Iron last mentioned was reasonably worth one other sum
of three pounds three shillings and five pence one farthing -
whereof they then and there gave the said Caleb Notice and
also for that said Caleb was Justly Indebted to the d. John
and Josiah in one other sum of three pounds three
shillings and five pence one farthing to wit at said
Springfield on the same first day of August for so much
money by him then before that time had and received
of the said John and Josiah to their Use and in Consider-
ation thereof the said Caleb then and there promised the d.
John and Josiah to pay them the same sum on demand
yet said Caleb tho after thereto requested hath not paid said
sums or either of them or any munny thereof either to
the said John and Josiah whilst he the said Josiah lived
or to the said John the Plt. since his the said Josiah's death
but he hitherto hath and still neglects and refuses to pay
the same to the damage of the said John ten pounds. The
Plt. appears by Moses Blip Esq. his Att^y and the said Caleb
tho three times publicly called to come into Court makes de-
fault of appearance here therefore it is considered by the Court
that the said John do recover against the said Caleb three pounds
three shillings and five pence one farthing lawful money da-
mages and Cost of Court taxed at one pound twenty shillings
and eight pence and thereof &c. Ex. is. 22^d. Septemb^r. 1772. -

Jonathan Dwight of Springfield in the County of Hampshire
 yeoman Plt. vs. Asa Burnham of Springfield aforesaid yeoman
 Deft. in a plea of the Case for that the said Asa at said Spring-
 field on the first day of Septemb^r. 1768 was justly indebted
 to said Jonathan and one Josiah Dwight Esq. late of said Spring-
 field deceased Traders in Company the said Josiah being
 then alive in the Sum of three pounds sixteen Shillings and seven
 pence lawful money by Book Account & balance the same accord-
 ing to the Account annexed to the Writ and in Consideration thereof
 said Asa then and there promised said Josiah and Jonathan to pay
 them the same on demand Yet said Asa the often thereto requested
 hath not paid the same or any penny thereof either to said Josiah
 and Jonathan or either of them whilst he the said Josiah lived
 or to the said Jonathan since his the said Josiah's death but he
 thereto hath and still neglects and refuses to pay him the same
 to the damage of the said Jonathan five pounds the Plt. appears
 by Moses Bliss Esq. his att^r. and the said Asa being out of the Province
 it is considered that the said Parties have a further day before
 the Lord the thing here untill the second Tuesday of Novemb^r.
 next following said last Tuesday of August aforesaid.

247
 Dwight
 vs
 Burnham
 No 173

Shadrach Terry of Enfield in the County of Hampshire yeo-
 man Plt. vs. John Sweetland of Somers in said County yeoman
 and Josiah Sweetland of said Somers yeoman Deft. in a plea of
 the Case for that said John and Josiah at said Springfield on
 the second day of Octob^r. last past by their Note of that date for
 value received promised said Shadrach to pay him Eight pounds
 three Shillings and ten pence lawful money on or before the
 first day of Feb^ry then next after the date thereof with lawful
 Interest for the same till paid. Yet said John and Josiah or either
 of them the often requested have never paid said Shadrach the
 same Sum or any penny thereof but hitherto have and still
 neglect and refuse to pay him the same to the damage of the
 said Shadrach nine pounds. the Plt. appears by Moses Bliss
 Esq. his att^r. and the said Deft. being three times solemnly called
 to come into Court do not come but make default of appearance
 here therefore it is considered by the Court that the said Sha-
 drach do recover against the said John and Josiah Eight pounds
 twelve Shillings and ten pence lawful money damages
 and Cost of Court taxed at one pound fourteen Shillings and
 four pence and thereof he may have his Ex.

Terry
 vs
 Sweetland
 No 174

William Colton of Springfield in the County of Hampshire
 Cordwainer Plt. vs. Aaron Parsons jun^r. of Springfield aforesaid
 yeoman Deft. in a plea of the Case for that said Aaron at said
 Springfield on the nineteenth day of Feb^ry. 1769 by his Note
 of that date for value received promised said William to pay
 him three pounds twelve Shillings and eight pence law-
 ful money on demand with Interest for the same till paid
 and also for that said Aaron at said Springfield on the first day
 of July last past was justly indebted to the said William
 in the Sum of thirty one Shillings and Eleven pence half
 penny by Book Account to balance the same according to

Colton
 vs
 Parsons
 No 175

Golton
vs
Parsons
N^o 175 } to the account annexed to the Writ and in consideration thereof said Aaron then and there promised said William to pay him the same sum last mentioned on demand yet said Aaron the often thereto requested hath not paid said William either of said sums or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said William six pounds the Plt. appears by Houd Buss Esq. his Att. and the d. Aaron being three times publicly called to come into Court makes default of appearance here therefore it is considered by the Court that the said William do recover against the said Aaron five pounds Eleven Shillings and two pence two farthings lawful money damages and costs of Court taxed at one pound nine Shillings and four pence and thereof he may have his Execution. — Ex. is. 25th Septemb. 1772. —

Vanhorne
vs
Smith
N^o 176 } Aaron Vanhorne of Springfield in the County of Hamp-
shire yeoman Plt. vs. Thomas Smith of Springfield aforesaid.
yeoman Def. in a plea of the Case for that whereas at said Springfield on the last day of April last past at the Special Instance and request of the said Thomas the said Aaron had before that time sold and delivered to him divers Goods Wares and Merchandises of him the said Aaron he the said Thomas in consideration thereof then and there promised the Plt. that he the said ~~Aaron~~^{Thomas} would well and truly pay to the d. Aaron so much money as such Goods Wares and Merchandises so sold and delivered to the said Thomas were reasonably worth at the time of the sale and delivery thereof whenever after he should be thereto required and the said Aaron in fact saith that the said Goods Wares and Merchandises so sold and delivered to the said Thomas by the said Aaron were at the time of the sale and delivery thereof reasonably worth the sum of seven pounds nine Shillings (that is to say) at Springfield aforesaid of which the said Thomas afterwards the same day at said Springfield had notice from the said Aaron. yet said Thomas the often thereto requested hath never paid said sum or any penny thereof to the d. Aaron (excepting only the sum of nine Shillings being part thereof) but he the said Thomas hitherto hath and still doth neglect and refuse to do it to the damage of the said Aaron Eight pounds. the Parties appear in their proper persons (as well as by their respective Att.^s) and refer this action with all other demands subsisting between them (excepting the costs of this suit which the Plt. on his part agrees to relinquish to this time to wit the sixth day of the Term) to the final determination and Award of M^{rs}. Jonathan White John Morgan and Daniel White or any two of them (arbitrators mutually elected and named by the said Parties) to be made upon the Premises and returned into this Court so soon as may be and the said Parties have a day before the Lord the thing here accordingly untill the 2^d Tuesday of Novemb. next following i. e. last Tuesday of August aforesaid.

John Ely yeoman and Justis Ely Gent. both of Springfield
vs. Joseph Garue of Springfield aforesaid yeoman and Deft.
in a plea that the said Joseph tender to the said John & Justis
two pounds ten shillings and five pence lawful money which
to them he owes and from them unjustly detains and where
upon the said John and Justis say that at said Springfield
on the twenty second day of April in the fifth year of his
majesty's reign at a Court there holden by John Worthington
Esq. of said Springfield one of the Justices of the peace for the
County of Hampshire aforesaid by the Consideration of the
said Justis they then and there recovered Judgment against
the said Joseph of said Springfield forty shillings for their da-
mages by them sustained by reason of the said Joseph's not per-
forming to them his promise before that time made them,
and ten shillings and five pence for costs and charges
by them the said John and Justis about their suit in that
behalf expended whereas the said Joseph is convicted as by the
record thereof before the said Justis remaining is manifest
and appears which Judgment yet remains in full force
and effect not satisfied nor reversed - and altho the said
John and Justis afterwards sued out divers Writs of Execn.
on the Judgment aforesaid yet the same are returned long
since wholly unsatisfied and no part of the sums aforesaid
were ever levied thereby but are yet wholly unpaid. whereby
actions aunes to the said John and Justis at said Springfield
to demand and have of the said Joseph the sums aforesaid
so as aforesaid recovered amounting in the whole to two
pounds ten shillings and five pence lawful money. -
Also that the said Joseph tender to the said John and Justis the
further sum of two pounds nine shillings and nine pence which
to them he owes and from them unjustly detains and whereupon
the said John and Justis say that at said Springfield on the
same twenty second day of April in the fifth year of his ma-
jesty's reign at a Court there holden by John Worthington Esq.
of said Springfield one of his Majesty's Justices of the peace for the
same County by the Consideration of the said Justis they then
and there recovered Judgment against the said Joseph thirty nine
shillings and four pence for their damages by them sustained
by reason of the said Joseph's not performing to them his pro-
mise before that time made them and ten shillings and
five pence for costs and charges by them the said John
and Justis about their suit in that behalf expended where-
of the said Joseph is convicted as by the record thereof before
the same Justis remaining is manifest and appears which
Judgment yet remains in full force and effect not satisfied
nor reversed and altho the said John and Justis afterwards
sued out a Writ of Execution on the Judgment aforesaid yet
the sums last mentioned were never levied thereby but are
yet wholly unpaid and the return day thereof is long since
past whereby actions aunes to the said John and Justis at
said Springfield to demand and have of the said Joseph
the two sums last mentioned so as aforesaid recovered amount=

Ely et al. ^{vs} Joseph Carver
No 177 } amounting in the whole to two pounds nine shillings and
nine pence. — also that the said Joseph tender to the
said John and Justin the further sum of two pounds
nine shillings and nine pence which to them he
owes and from them unjustly detains and whereupon
the said John and Justin say that at said Springfield
on the same twenty second day of April at a Court
there holden by John Worthington Esq. of said Springfield
one of the Justices of the peace for the same County by
the consideration of the said Justice they then and there
recovered Judgment against the said Joseph thirty nine
shillings and four pence for their damages by them sus-
tained by reason of the said Joseph's not performing to them
his promise before that time made them and then shil-
lings and five pence for costs and charges by them the
said John and Justin about their suit in that behalf
expended whereof the said Joseph is convicted as by the record
thereof in said Inferiour Court of Common Pleas to be pro-
duced is manifest and appears which Judgment yet re-
mains in full force and effect not satisfied nor reversed
and altho the said John and Justin afterwards sued out a
Writ of Execution on the Judgment aforesaid yet the two
last mentioned sums were never levied thereby but are yet
wholly unpaid and the return day thereof is long since past
whereby action accrues to the said John and Justin at said
Springfield to demand and have of the said Joseph the two
sums last mentioned so as aforesaid recovered amounting
in the whole to two pounds nine shillings and
nine pence lawful money yet said Joseph the often
thereto requested hath never paid either of said sums or
any part of either of them to the Plt. or either of them
but he hitherto hath and still doth neglect and refuse
to do it to the damage of the said John and Justin nine
pounds the Parties appear and the Deft. by Jonathan
Bliss Esq. his Att. moves that this action may be contin-
ued that he may have opportunity to plead specially —
therefore it is considered by the Court that the said Parties
have a further day before the Lord the thing here untill the
second Tuesday of Novemb^r next following said last Tuesday
of August aforesaid.

Horton ^{vs} Jones
No 178 } Timothy Horton of Springfield in the County of Hamp-
shire Physician Plt. vs. Benjamin Jones of Springfield
aforesaid yeoman Deft. in a plea of the Case for that
said Benjamin at said Springfield on the eighteenth
day of May last past by his Note under his hand of
that date for value there received promised the said
Timothy to pay him three pounds fifteen shillings and

and two pence on demand with Interest till paid - Yet
 said Benjamin the often thereto requested hath never paid
 said sum or Interest or any penny thereof to the Ptt. but
 unjustly neglects it to the damage of the said Timothy five
 pounds. the Ptt. appears by Justice & by Gent. his Att. and the
 said Benjamin the three times publicly called to come into
 Court doth not come but makes default of appearance here
 therefore it is considered by the Court that the said Timothy
 do recover against the said Benjamin three pounds sixteen
 shillings and five pence one farthing lawful money da-
 mages and costs of Court taxed at one pound nine
 shillings and five pence and thereof he may have
 his Execution. — Ex. is. 10th June 1773.

John Worthington Esq. of Springfield and Robert Bouch (Worthington
 of Northampton in the County of Hampshire Gent. Ptt. vs
 vs. John Hancock of Springfield aforesaid yeoman Hancock
 Deft. in a plea that the said John Hancock tender to the said
 John and Robert three pounds sixteen shillings and
 two farthings which to them he owes and from them un-
 justly detains and whereas the said John and Robert say
 that at an Inferiour Court of Common pleas holden at Spring-
 field within and for the County of Hampshire on the third
 Tuesday of May in the seventh year of his Majesty's reign
 by the judgment of the same Inferiour Court they recovered against
 the said John Hancock two pounds five shillings and four pence
 two farthings lawful money for their damages by reason
 of the said John Hancock's not performing of his promise before that
 time made them and also thirty one shillings and eight
 pence for their costs and charges by them about their suits
 that behalf expended whereof the said John Hancock is convicted as
 by the Record thereof in the same Court there remaining
 is fully manifest and appears which judgment yet remains
 in its full force and effect not satisfied nor reversed and the
 said John and Robert have not yet sued out any Writ
 of Execution on the judgment aforesaid in form aforesaid re-
 covered, whereby action accrues to the said John and Robert
 at said Springfield to demand and have of the said
 John Hancock the sum of three pounds sixteen shillings and
 two farthings notwithstanding the said John Hancock the often thereto
 requested hath never paid the same or any penny thereof
 to the said John and Robert or either of them but unjustly
 neglects it to the damage of the said John and Robert six
 pounds. the Ptt. appear by Justice & by Gent. their Att. and the
 said John Hancock being three times publicly called makes default
 of appearance here therefore it is considered by the Court
 that the said John and Robert do recover against the said
 John Hancock five pounds and eight pence two farthings lawful
 money debt and damages and one pound fourteen shillings
 and eight pence costs of Court as taxed &c. and thereof he
 may have his Execution. — Ex. is. 22nd Septemb^r 1772.

Newberry
vs
Justin
N^o 190
Roger Newberry of Windsor in the County of Hartford and
Colony of Connecticut Esq. Plt. vs. Joshua Austin of South-
windsor in the County of Hampshire yeoman Deft. in
a plea of the Case for that said Joshua at a place called
Hartford in said Springfield on the twenty eighth day
of June 1769 by his Note of that date for value there re-
ceived promised the Plt. to pay him forty shillings mo-
ney on demand with Interest till paid. also for that said
Joshua at said Springfield on the twenty fourth day of Janu-
ary last past by one other note of that date for value there
received promised the said Roger to pay him seven pounds
seven shillings and three pence money on demand with
lawful Interest till paid Yet said Joshua the often thereto -
requested hath never paid either of said sums or the Interest
or any part thereof to the Plt. but unjustly neglects it to
to the damage of the said Roger nine pounds nineteen shil-
lings. the Plt. appears by Justin Ely Gent. his Att. and the
said Joshua the three times & solemnly called to come into
Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said Roger do
recover against the said Joshua nine pounds five shillings
and five pence lawful money damages and costs of Court
taxed at one pound sixteen shillings and ten pence and
thereof he may have his Execution. Ex. is. 22. Septemb. 1772.

Gaylord
vs
Dickinson
N^o 191
Nathaniel Gaylord of Springfield in the County of Hamp-
shire yeoman Plt. vs. Nathan Dickinson of Amherst in
said County yeoman Deft. in a plea of the Case for
that whereas at said Springfield on the thirtieth day of
July 1769 the said Nathan and the said Nathaniel account-
ed together of and concerning divers sums of money be-
fore that time due to the said Nathaniel from the said
Nathan and then in arrear and unpaid and upon such
account stated the said Nathan was then and there found to
be in arrear to the said Nathaniel in the sum of five
pounds ten shillings and eleven pence lawful money
and being so found in arrear the said Nathan then and
there in consideration thereof undertook and to the said Nath-
aniel promised to pay him the same sum on demand. -
also for that whereas in consideration that the said Nathaniel
had before that time at the special Instance and request
of the said Nathan done and performed certain Labours and
Services for him the said Nathan he the said Nathan in con-
sideration thereof then and there promised the Plt. to pay
him so much money as he reasonably deserved to have from
the said Nathan for the same Labour and Services and the
Plt. in fact saith that for the said Labour and Services he rea-
sonably deserved to have the further sum of ten pounds
lawful money from the said Nathan of which the said
Nathan then and there had notice from the s^d Nathaniel
yet said Nathan the often thereto requested hath never paid
either of said sums or fulfilled either of his said promises

to the P^{lt}. but unjustly neglects it to the damage of the said Nathaniel nine pounds. the P^{lt}. appears by Justin Ely Gent^r his att^r. and the said Nathan the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Nathaniel do recover against the said Nathan five pounds ten Shillings and Eleven pence lawful money damages and Costs of Court taxed at one pound thirteen Shillings and six pence and thereof he may have his Ex. Ex. is. 25th Septemb. 1772.

Lewi Ely of Springfield in the County of Hampshire yeoman Ely P^{lt}. vs. Aaron Smith yeoman and Gideon Smith yeoman both of Springfield aforesaid Deft^s. in a plea of the Case for Smith et al^s that said Aaron and Gideon at said Springfield on the second day of May in the year of our Lord Christ seventeen hundred and sixty eight by their Note of that date for value there received jointly and severally promised the P^{lt}. to pay him ten pounds within one year from the date which time is passed with use meaning Interest till paid. Also for that said Aaron and Gideon at said Springfield the same day by one other Note of that date for value there received jointly and severally promised the P^{lt}. to pay him six pounds fifteen Shillings worth of good West India Rum or Grain at money price within one year from the date of the same Note with use meaning Interest for the same from the date till paid (which time of payment is past) and the P^{lt}. says he has always been ready to receive the said Rum or Grain according to the tenor of said Note. yet said Aaron and Gideon or either of them have never fulfilled their said promises or either of them to the P^{lt}. but they and each of them unjustly neglect it to the damage of the said Lewi nine pounds ten Shillings. the P^{lt}. appears by Justin Ely Gent^r his att^r. and the said Gideon and Aaron the three times solemnly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said Lewi do recover against the said Aaron and Gideon nine pounds seven Shillings and six pence lawful money damages and Costs of Suit taxed at one pound Eleven Shillings and Eleven pence and thereof. Ex. is. Septemb. 22. 1772. - N^o 182

George Pyncheon of Springfield in the County of Hampshire- (Pyncheon P^{lt}. vs. Simon Graves of Salmer in said County yeoman vs Deft. in a plea of the Case for that said Simon at said Spring Graves filed on the twentieth day of August 1771 by his Note of that date for value there received promised the P^{lt}. to pay him or order five pounds fourteen Shillings and three pence lawful money on demand with lawful Interest till paid. yet said Simon this often thereto requested hath never paid said Sum or Interest or any penny thereof to the P^{lt}. but unjustly neglects it to the damage of the said George seven pounds the P^{lt}. appears by Justin Ely Gent^r his att^r. and the said Simon the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that N^o 183

Pyncheon
vs
Graves
No 183

that the said George do recover against the said Simon six pounds one shilling and four pence lawful money damages and Cost of Court taxed at one pound ten shillings and two pence and thereof &c. Ex. is. 22. Septemb. 1772. —

Idem
vs
Leonard
No 184

George Pyncheon of Springfield in the County of Hampshire Gent. Plt. vs. Joseph Leonard Junr. of Springfield aforesaid Gent. and Richard Austin late of said Springfield yeoman Defts. In a plea of the Case for that said Joseph and Richard at said Springfield on the twenty seventh day of August 1771 by their Note of that date for value there received jointly and severally promised the Plt. to pay him or order Eleven pounds two shillings and seven pence lawful money on demand with lawful Interest till paid Yet said Joseph and Richard or either of them the often thereto requested have never paid said Sum or Interest or any penny thereof to the Plt. but they and each of them unjustly neglect it to the damage of the said George thirteen pounds. the Plt appears by Justin Ely Gent. his Att. and the said Joseph and Richard being three times publicly called do not come but make default of appearance here therefore it is considered by the Court that the said George do recover against the said Joseph and Richard Eleven pounds sixteen shillings and one penny lawful money damages and Cost of Court taxed at one pound Eleven shillings and four pence and thereof &c. he may have his Ex. — Ex. is. 22. Septemb. 1772. —

Strong
vs
Gilbert
No 185

Joel Strong of Granville in the County of Hampshire yeoman Plt. vs. Thomas Gilbert of Southwick in said County yeoman Deft. in a plea that said Thomas owes to said Joel thirty six pounds five shillings and four pence which to said Joel he owes and from him unjustly detains and whereon D. Ad says that whereas on the twenty first day of May last certain disputes and Controversies had arisen and been depending between the said Joel and Thomas for the pacifying and settling of which disputes and Controversies they the said Joel and Thomas on said twenty first day of May at said Springfield Submitted themselves to stand to the award, Order, and determination of Jesse Sacket, Noah Loomis, and Ephraim Griffen yeomen, arbitrators Indifferently chosen between them to hear, judge, and determine on the premises in a reasonable time and the said Joel in fact declares that the said Jesse Sacket, Noah Loomis, and Ephraim Griffen, taking upon themselves the Charge of the Arbitrament aforesaid and having duly heard the Parties aforesaid on the disputes and Controversies aforesaid to them Submitted and duly considered the same did at said Springfield on the tenth day of July 1772 Award Order and determine between the said Joel and the said Thomas of and concerning the premises in manner following that is to say that the said Thomas should pay and make to said Joel the Sum of thirty six pounds

Converse
 vs
 Webb et al
 N^o 186

the same as aforesaid and that free and clear and freely and
 clearly acquitted and discharged of and from all other and
 former gifts grants bargains sales or Inuencement what-
 soever and that they would secure and defend the same to
 him against the lawful claims or demands of any person
 whatsoever which Deed was afterwards duly acknowledged
 and recorded in the Registry of Deeds for said County of
 Hampshire and the Plt. saith that at the time of the
 Ensealing of the same Deed or at any other time the said
 Samuel Nathaniel and Thomas or either of them were not
 the lawful owners or possessors of the premises or the appar-
 tenants and that they or either of them never had any
 right or authority to give grant or convey the same but
 that the premises before and at the time of the said Deed
 of Samuel Nathaniel and Thomas on making the Deed aforesaid and
 ever since were and have been the Estate of Persons other
 than either of them and the said Benjamin never could
 by virtue of the Deed aforesaid legally enter upon or enjoy
 the premises and so the said Samuel Nathaniel and Tho-
 mas have broken their Covenant aforesaid and not
 kept the same to the damage of the said Benjamin one
 hundred and thirty pounds the Parties appear by their
 respective att^{ys} viz the Plt. by John Worthington Esq. his
 att^y and the Def^t by John Phelps Gent. their att^{ys} and humbly
 pray for a continuance of this action therefore it is con-
 sidered that the said Parties have a day before the Lord the
 thing here untill the second Tuesday of November next
 following said last Tuesday of August aforesaid.

Burr
 vs
 Gaston
 N^o 187

Thomas Burr of Hartford in the County of Hartford and
 Colony of Connecticut Jun^r yeoman Plt. vs. James Gaston
 of Pittsfield in the County of Berkshire yeoman Def^t. in
 a plea that said James owes to said Thomas Eleven pound
 Twelve Shillings and two pence one farthing which
 to said Thomas he owes and from him unjustly detains
 and whereas said Thomas says that at an Inferiour
 Court of Common Pleas holden at Springfield in the
 County of Hampshire on the third Tuesday of May
 in the seventh year of his Majesty's reign by the judgment
 of the same Court he recovered against the said James Nine
 pounds fifteen Shillings and two pence one farthing for
 his damages by him sustained by reason of the said James
 not performing to him his promise before that time made
 him and two pounds two Shillings for his Cost and
 charges by him about his suit in that behalf expended
 whereof the said James is convicted as by the Record thereof
 in said Court remaining is manifest and appears
 which Judgment yet remains in its full force not satis-
 fied nor reversed. and altho the said Thomas hath sued out
 a first and an alias Execution thereon yet no part of
 same was ever levied thereby and the Return of the said

alias Execution is long since past whereby action hath accrued to said Thomas to demand and have of the said James the sums aforesaid yet said James the often requested hath never paid the same or any part thereof but unjustly neglects to do it to the damage of the said Thomas twenty pounds the Plt. appears by John Worthington Esq. his att. and the said James the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said James fifty pounds fourteen shillings and seven pence one farthing lawful money damages and cost of Court taxed at two pounds five shillings and eight pence and thereof &c. Ex. is. 22. Septemb. 1772.

John Worthington of Springfield in the County of Hampshire (Worthington Esq. and Mary his Wife late Mary Haddard and Esther Haddard of Northampton in said County single Woman) vs. Ezra Hamilton yeoman and Abijah Cutler yeoman both late of Brookfield in the County of Worcester Deft. N^o 188
 in a plea of the law for that said Ezra and Abijah at said Springfield on the thirty first day of Octob. 1768 by their note in writing under their hands of that date for value received promised the said Mary (then being single) and the said Esther to pay them thirty eight pounds fifteen shillings and six pence lawful money within one year from the date of the said note with lawful interest for the same till paid. Yet the said Ezra and Abijah or either of them the often requested never paid the same or any part thereof to the said Mary and Esther while said Mary continued sole and unmarried nor have they paid the same to the said John and Mary and Esther or either of them since the intermarriage of the said John and Mary but they unjustly neglect to do it to the damage of the said John and Mary and Esther sixty pounds. the Plt. appear by John Worthington Esq. aforesaid their att. and the said Ezra and Abijah being three times publicly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said John and Mary and Esther do recover against the said Ezra and Abijah fifty four pounds thirteen shillings and six pence lawful money damages and cost of Suit taxed at two pounds one shilling and two pence and thereof they may have their Costs. Ex. is. Novemb. 10th 1772.

Joseph Belknap of South Brimsfield in the County of Hampshire yeoman Plt. vs. Daniel Thomson of said South Brimsfield yeoman and Jonathan Thomson of Brimsfield in said County Gent. Deft. in a plea of the law for that said Daniel and Jonathan at said Springfield on the twelfth day of May last by their note of that date for value received promised said Joseph to pay him or his

Bellmays
vs
Thomson
N^o 189 } his Order Forty pounds lawful money on demand
with lawful Interest for the same till paid. Yet said
Daniel and Jonathan or either of them the often request
I have never paid the same or any part thereof but
unjustly neglect to do it to the damage of the said Joseph
as he saith fifty pounds. the P^{tt}. appears by John Wor-
thington Esq. his Att. and the said Daniel and Jonathan
the three times publicly called to come into Court
do not come but make default of appearance here
therefore it is considered by the Court that the said Joseph
do recover against the said Daniel and Jonathan forty
pounds fourteen shillings and eight pence lawful
money damages and Cost of Court taxed at two pound
three shillings and five pence and thereof he may
have his Execution. Ex. is. 10th Septemb^r. 1772. —

Hopkins
vs
Morse
N^o 190 } Rufus Hopkins of Situate in the County of Providence
(and Colony of Rhode Island german P^{tt}. vs. Moses Morse
of Worthington in the County of Hampshire german
P^{tt}. in a plea of the Case for that said Moses at said Springfield
on the eighteenth day of Septemb^r. 1766 by his Note
of that date for value received promised one Stephen Hop-
kins to pay him or order twenty four pounds thirteen shil-
lings and four pence lawful money on demand with
Interest till paid and afterwards viz. on the twenty eighth
day March 1767 at said Springfield the said Stephen by
his Indorsement made on the back of the same note with
his proper hand subscribed assigned the said note to the said
Rufus and ordered the contents thereof (then wholly due
and unpaid) to be paid to him for value received, and after-
wards viz. the same twenty eighth day of March at said
Springfield the said Rufus by his Indorsement on the same
note with his proper hand subscribed assigned the same
note to one Jeremiah Olway and ordered the Contents there-
of (then wholly due and unpaid) to be paid to him or his
order for value received. and afterwards the same day at
said Springfield the said Jeremiah by his Indorsement on
said note with his proper hand subscribed assigned
again the same note to the said Rufus and ordered
the contents thereof still wholly due and unpaid to be
paid to him or his order for value received of all which
the said Moses then and there instantly had notice and
so became liable to pay the same to the said Rufus the
P^{tt}. and then and there in consideration thereof promised
the P^{tt}. to pay him the same accordingly on demand Yet
said Moses the often requested hath never paid the same
or any part thereof but unjustly neglects to do it to the
damage of the said Rufus thirty five pounds. the P^{tt}.

appears by John Worthington Esq. his Att^y and the said mess^{rs}
by Joseph Hawley Esq. his Att^y comes here and humbly moves
that this action may be continued and it is considered
that the said Parties have a further day before the Lord the
thing here untill the second Tuesday of Novemb^r next
following said last Tuesday of August aforesaid.

David Fowler of Westfield in the County of Hampshire (Fowler
yeoman Plt. vs. Bilsad Fowler of Westfield aforesaid yeoman vs
Deft. in a plea that said Bilsad render to said David two hun- Fowler
dred pounds which to said David he owes and from him
unjustly detains and whereas said David says that at said N^o 171
Springfield on the fifth day of Feby last past the said Bilsad
did by his bond under his hand and seal of that detin^g
Court to be produced bound and obliged himself to the said
David in the sum of two hundred pounds to be paid him
on demand yet said Bilsad tho often requested hath never
paid the same or any part thereof but unjustly neglects to
do it to the damage of the said David two hundred pounds
the Plt. appears by John Worthington Esq. his Att^y and the said
Bilsad being three times publicly called to come into Court doth
not come but makes default of appearance here therefore it is
considered by the Court that the said David do recover against
the said Bilsad Fifty one pounds fifteen shillings and two
pence lawful money Debt and Cost of Court taxed at One
pound Eleven shillings and four pence. And now the
said Bilsad by Samuel Fowler Gent. his Att^y comes into
Court and appeals from the Judgment of this Court to the
Superiour Court of Judicature the next to be holden at Spring
field within and for the County of Hampshire on the fourth
Tuesday of Septemb^r next and he recognises with sureties
as the Law directs for the said Bilsad^r prosecuting his said
appeal with effect as by the said recognizance on file appears.

Bilsad Fowler of Westfield in the County of Hampshire (Fowler
yeoman Plt. vs. Asa Noble of Westfield aforesaid Gent. Deft. in vs
a plea of Covenant broken for that whereas at said Springfield Noble
on the twenty seventh day of June in the eighth year of his N^o 172
majesty's reign the said Asa made valed and delivered to
the said Bilsad his the said Asa's Deed Poll in Court to be
produced the date whereof is the day and year last afores.
by which it is witnessed that the said Asa for and in consider
ation of forty pounds current money of said Province to him
in hand paid by the said Bilsad before the execution of
the said Deed did fully freely and absolutely give grant
convey sell convey and confirm unto said Bilsad his
Heirs and assigns forever a parcel of Land in said Westfield
being a home lot with a mansion house and Barn thereon
containing about three quarters of an Acre bounding South
Easterly and South Westerly by the Street North Westerly by
the Land of Matthew Noble jun^r North Easterly by the Land of
Daniel Fowler to have and to hold the said granted premises with

Fowler
vs
Noble
N^o 192

with the appurtenances to him said Bilead his Heirs
and assigns to his and their own proper use benefit
and behoof forever. And the said Asa further by the
same Deed did Covenant with said Bilead and his
Heirs and assigns forever that before and untill the ex-
ecuting thereof he was the true sole proper and lawful
owner and possessor of the said Bargained premises with
the appurtenances and that he had then in himself good
right full power and lawful authority to give grant
Bargain sell convey and confirm the same as aforesaid
and that free and clear and freely and clearly lawfully
acquitted and discharged of and from all former and other
Gifts Grants Bargains Sales Leases Mortgages Wills Intails
Joynitures Dowers Thirds Executions and Incumbrances what-
soever. and the said Bilead says that for a long time be-
fore and at the time aforesaid of the executing of the
same Deed the said Asa was not the true sole proper
or lawful owner of the said Bargained premises and that
he had no right power or authority to give grant bargain
sell or convey the same and that the same were not free
and clear from other and former Grants Bargains
Sales Mortgages and Incumbrances but that the said
Asa long before the making and delivery of the Deed afores-
aid on the second day of August 1766 at said Springfield by
his Deed of Bargain and Sale by him duly executed acknow-
ledged and recorded in the Registry of Deeds for the said
County of Hampshire. Bargained sold conveyed and con-
firmed the same Land to one Josiah Dwight then of
Springfield Esq. (who is since deceased) to have and to hold
the same to him the said Josiah his Heirs and assigns
to his and their own proper use forever - which Deed was
Deceivable only by the said Asa paying to the said Josiah three
hundred pounds six Shillings within three months from the
date of said Deed with lawful Interest according to the Con-
dition of his Bond to said Josiah at the same time and of
the same date with said Deed which says the said Asa -
never paid nor any part thereof to the said Josiah in his
life time nor to his Executors since his Death for the said
Asa's failure of doing which the said Executors of the said Josi-
ah by virtue of the Deed aforesaid have entered into the same
Lands and hold the same so that the said Bilead cannot
legally enter into or enjoy the same and so the said Asa
hath broken his said Covenant and not kept the same
to the damage of the said Bilead sixty pounds the Plt. appears
by John Worthington Esq. his att^r and the said Asa tho' three
times publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered
by the Court that the said Bilead do recover against the said
Asa forty pounds (the said Bilead by his att^r consents to take

forty pounds for his damages) of lawful money damages 254
and Costs of Suit taxed at one pound twelve shillings
and ten pence and thereof Cr. Ex. is. &c. Septemb. 1772.

Thomas French of Conway in the County of Hampshire
man Plt. vs. Isahel Mighill late of Brimfield in said County
Carpenter now of Conway aforesaid Def. in a plea that said
Isahel render to said Thomas ninety pounds which to said
Thomas he owes and from him unjustly detains and whereon
said Thomas says that at said Springfield on the fifth day of
March in the seventh year of his Majesty's reign the said
Isahel by his Bond under his hand and seal of that date
in Court to be produced bound and obliged himself to the
said Thomas by the name of Thomas French of Deerfield
in said County to hold in the sum of ninety pounds to be
paid him on demand yet said Isahel the said requested hath
never paid the same or any part thereof but unjustly neglects
it to the damage of the said Thomas ninety pounds. the Plt.
appears by John Worthington Esq. his Att. and the said Isahel
tho three times publicly called to come into Court doth not
come but makes default of appearance here Therefore it is
considered by the Court that the said Thomas do recover against
the said Isahel forty nine pounds sixteen shillings of lawful
money Debt ~~and damages~~ and Cost of Court taxed at two pounds
seven shillings and four pence and thereof he may have &c.

William Scott of Palmer in the County of Hampshire
Gent. Plt. vs. John Woodbridge of South Hadley in said County
by Sum. Gent. Def. in a plea that said John render to the
said William one pound fourteen shillings and one penny
which to him he owes and from him unjustly detains
and whereon said William says that at a Court holden
before Josiah Dwight late of Springfield Esq. deceased late one
of the Justices of the peace for said County at his then dwell-
ing house in said Springfield by the Judgment of the said
Justice he recovered against said John Woodbridge Eighteen
shillings and seven pence for his damages by him sustained
by reason of the said John's not performing to him his pro-
mise before that time made him and fifteen shillings
and six pence for his Cost and Charges by him about
his suit in that behalf expended whereof the said John is
convicted as by the Record thereof in said Inferiour Court to
be produced is manifest and appears which Judgment yet
remains in its full force not satisfied nor reversed and
altho the said William sued out an Execution on the judg-
ment aforesaid yet the sums aforesaid were never levied thereby
and the return day thereof is long since past whereby action
accrues to said William to demand and have of the said
Woodbridge the sums aforesaid so as aforesaid recovered
yet said John tho often requested hath never paid the same
or any part thereof to the damage of the said William four
pounds. the Plt. appears by John Worthington Esq. his Att.
and the said John tho three times publicly called doth

Lott
vs
Woodbridge
No 194 } doth not come but makes default of appearance here there-
fore it is considered by the Court that the said William
do recover against the said John two pounds twelve Shil-
lings and one penny of lawful money Debt. and Damages
and cost of Suit taxed at one pound fifteen Shillings -
and four pence and thereof &c. Ex. is. 25th Novemb^r 1772.

Bliss
vs
Rogers
No 195 } Oliver Bliss of Wilbraham in the County of Hampshire
yeoman Plt. vs. Nathaniel Rogers of Monson in said
County yeoman Deft. in a plea of the Case for that the said
Nathaniel at said Springfield on the fifteenth day of Fe-
bruary 1770 by his note of that date for value received pro-
mised said Oliver to pay him three pounds ten Shillings
eight pence at or before the first day of May next with
Interest till paid yet said Nathaniel tho often requested
hath never paid the same or any part thereof but unjust-
ly neglects it to the damage of the said Oliver nine pounds
the Plt. appears by John Worthington Esq. his Att^r and the
said Nathaniel tho three times publicly called to come into
Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said Oliver do
recover against the said Nathaniel four pounds one Shil-
ling and four pence two farthings of lawful money Da-
mages and Cost of Court taxed at one pound fourteen
Shillings and four pence and thereof he may have
his Execution. Ex. is. 1st March 1773.

Burrs
vs
Snow
No 196 } Samuel Burr yeoman and William Burr yeoman
both of Hartford in the County of Hartford and Colony
of Connecticut Plt^s vs. Jeremiah Snow of Springfield in
the County of Hampshire Goldsmiths Deft. in a plea
of the Case for that said Jeremiah at said Springfield on
the fourteenth day of Feby^r 1771 by his note of that
date for value received promised said William and Samuel
to pay them nine pounds five Shillings and nine pence
two farthings lawful money on demand with Interest
till paid yet the said Jeremiah tho often requested hath
never paid the same but unjustly neglects to do it to
the damage of the said Samuel and William Eighteen pounds
the Plt^s appear by John Worthington Esq. their Att^r and
the said Jeremiah tho three times publicly called to
come into Court doth not come but makes default
of appearance here therefore it is considered by the Court
that the said Samuel and William do recover against
the said Jeremiah nine pounds eleven Shillings and
eleven pence two farthings of lawful money Damages &
Cost of Court taxed at one pound sixteen Shillings
and four pence and thereof they may have their Execu-
tion Ex. is. 22nd Septemb^r 1772.

Shimmer
vs
Munger
N^o 197 } taxed at three pounds and four pence and now the said
Elnathan by Joshua Usham Esq. his Att. aforesaid appeals
from the Judgment of this Court to the Superior Court
of Judicature the next to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday
of Septemb^r. next and he recognozes with Sureties as the
Law directs for the said Elnathan prosecuting his said appeal
with effect as by the said recognozance on file appears.

Lyon
vs
Dunkham
N^o 198 } Caleb Lyon late of Mansfield in the County of Windham
and Colony of Connecticut yeoman Plt. vs. Samuel Dun-
ham of Wilbraham in the County of Hampshire yeo-
man Def. in a plea of the Law for that said Samuel
at said Springfield on the twenty fourth day of August
1771 by his note of that date for value received promised
said Caleb to pay him thirteen pounds six Shillings and
eight pence by the first day of June 1772 with lawful
Interest for the same annually till paid yet the said
Samuel tho often requested and altho the time of payment
as aforesaid is past hath never paid the same or any part
thereof but unjustly neglects it to the damage of the said Ca-
leb twenty five pounds the Plt. appears by John Wor-
thington Esq. his Att. and the said Samuel the three times
publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered
by the Court that the said Caleb do recover against the s.
Samuel nineteen pounds fifteen Shillings and one
penny of lawful money damages and Cost of Suit
taxed at two pounds five Shillings and eight pence
and thereof he may have his Ex. Ex. in. 25th Septemb^r. 1772. -

Worthington
vs
Williams
N^o 199 } John Worthington of Springfield in the County of Hampr-
shire Esq. Plt. vs. Nathaniel Williams yeoman and
Thomas Noble yeoman both of Wiltfield in said County
Def. in a plea of the Law for that said Nathaniel and
Thomas at said Springfield on the fifteenth day of Octob^r.
1771 by their note under their hands of that date for
value received promised said John to pay him or Order
three pounds fifteen Shillings and three pence lawful
money on demand with Interest till paid yet the said
Nathaniel nor Thomas tho often requested have neither
of them fulfilled their promise but unjustly neglect to do so
to the damage of the said John twelve pounds. the Plt. ap-
pears in his own proper person and the said Nathaniel
and Thomas the three times publicly called to come into
Court do not come but make default of appearance here
therefore it is considered by the Court that the said John
do recover against the said Nathaniel and Thomas five pounds
one Shilling and nine pence lawful money Damages and
Cost of Court taxed at one pound Eleven Shillings and
four pence and thereof he may have his Exon. -

David Ashley the second of Springfield in the County of Hampshire yeoman Plt. vs. Oliver Gaylord of South Hadley in said County yeoman Deft. in a plea of the Case for that said Oliver at said Springfield on the second day of May last past by his Note of that date for value received promised the said David to pay him three pounds two (meaning three pounds two Shillings) on demand with use (meaning lawful Interest) for the same till paid yet said Oliver tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said David five pounds. the Plt. appears by John Worthington Esq. his Att. and the said Oliver tho three times publicly called doth not appear therefore it is considered by the Court that the said David do recover against the said Oliver three pounds three Shillings and three pence of lawful money damages and Cost of Suit taxed at one pound eleven Shillings and two pence and thereof &c. Ex. is. 25th Novemb^r 1772. 250
Ashley vs Gaylord
N^o 200

Thomas Syrral of Coventry in the County of Warwick and Colony of Connecticut yeoman Plt. vs. Oliver Saylor of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that said Oliver at said Springfield on the twenty first day of March 1771 by his Note of that date for value received promised said Thomas to deliver to him at Hartford by the tenth day of June then next twelve hundred and an half of good Boards which the said Thomas says would have been worth three pounds) and the said Thomas was there always ready to receive the same boards, yet the said Oliver tho often requested never delivered the said Boards but unjustly neglected and neglects to do it to the damage of the said Thomas four pounds. the Plt. appears by John Worthington Esq. his Att. and the said Oliver tho three times publicly called to come into Court comes not but makes default of appearance here therefore it is considered by the Court that the said Thomas do recover against the said Oliver two pounds ten Shillings lawful money damages and Cost of Court taxed at two pounds two Shillings and ten pence and thereof &c. Ex. is. September 2^d 1772. N^o 201
Syrral vs Saylor

Timothy Palmer of Windsor in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Oliver Dibble of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Oliver at said Springfield on the fifth day of March 1772 by his Note of that date for value received promised said Timothy to pay him four pounds five Shillings lawful money on demand with Interest till paid yet said Oliver tho often requested hath never performed his said Promise but unjustly neglects it to the damage of the said Timothy eight pounds. the Plt. appears by John Worthington Esq. his Att. and the said Oliver tho three times publicly called doth not come but makes default of appearance here therefore it is considered by the Court that the said Timothy do recover against the said Oliver four pounds seven Shillings and five pence of lawful money damages and Cost of Suit taxed at one pound eleven Shillings and ten pence and thereof &c. Ex. is. Jan^y 28th 1773 N^o 202
Palmer vs Dibble

Leonard
vs
Miller
N^o 203 } Abel Leonard of Springfield jun^r ^{in the County of Hampshire} Plaintiff vs. Elizabeth Leonard of
said Springfield Widow his next friend Plt. vs. Jonathan
Miller of said Springfield yeoman Deft. in a plea of the
Case for that said Jonathan at said Springfield on the eighth
day of April 1771 by his note of that date for value received
promised said Abel to pay him five pounds four shillings
by the last day of November then next with use (meaning with
lawful Interest for the same till paid yet said Jonathan
the often requested hath never paid the same or any part
thereof but unjustly neglects to do it to the damage of the
said Abel seven pounds. the Plt. appears by John Worthington Esq.
his att^r and the said Jonathan the three times publicly
called to come into Court doth not come but makes de-
fault of appearance here therefore it is considered by the Court
that the said Abel do recover against the said Jonathan five
pounds twelve shillings and seven pence two farthings
lawful money damages and Cost of Suit taxed at four pounds
ten shillings and eight pence and thereof Ex. is: 22th Sept^r 1772

Stiles
vs
Miller
N^o 205 } Isaac Stiles of Springfield in the County of Hampshire yeo-
man Plt. vs. Ebenezer Miller of Welford in said County yeoman
Deft. in a plea of the Case for that the said Ebenezer at said Spring-
field on the twenty second day of September 1769 by his note
of that date for value received promised said Isaac to pay him
the full Sum of two pounds nineteen shillings and seven
pence upon demand with Interest till paid yet said Ebene-
zer the often requested hath never paid the same or any part
thereof but unjustly neglects it to the damage of the said
Isaac six pounds. the Plt. appears by John Worthington Esq.
his att^r and the said Ebenezer the three times publicly called
doth not come but makes default of appearance here therefore
it is considered by the Court that the said Isaac do recover
against the said Ebenezer three pounds ten shillings and one
farthing of lawful money damages and Cost of Court taxed at
one pound eleven shillings and six pence and thereof he may
have his Ex. Exon. sp. 28th Jan^y 1773.

Chott
vs
White
N^o 104 } Samuel Chott of Hartford in the County of Hartford and Colony
of Connecticut yeoman. Plt. vs. Thomas White jun^r of South-
Hartley in the County of Hampshire yeoman Deft. in a plea
that said Thomas render to him nine pounds fifteen shillings
and nine pence which to him he owes and from him unjustly
detains and whereon said Samuel says that at the Inferiour
Court of Common pleas holden at Northampton within and
for the County of Hampshire on the second Sunday of Feb^ry in
the Eleventh year of his Majesty's reign by the Judgment of
the same Court he recovered Judgment against said Thomas
seven pounds fourteen shillings and ten pence for his damage
by him sustained by reason of the said Thomas not performing to
him his promise before that time made him and two pounds
and eleven pence for Costs and Charges by him about his
suit in that behalf expended whereof the said Thomas is bound
as by the Record thereof in said Court remaining is manifest and

appears which Judgment yet remains in full force not satisfied nor reversed and altho the said Samuel hath sued out one writ of execution on the judgment aforesaid yet no part of the d. sums hath ever been levied thereby and the return day of d. Execution is long since past whereupon action hath accrued to the said Samuel to demand and have of the said Thomas the sums aforesd. in form aforesaid recovered yet said Thomas tho often requested hath never paid the same but unjustly neglects it to the damage of the said Samuel ten pounds. the Plt. appears by John Worthington Esq. his Att. and the said Thomas tho three times publicly called makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against the said Thomas ten pounds fifteen shillings and three pence lawful money Debt & Damages and cost of suit taxed at one pound nineteen shillings and eight pence and thereof he may have his Ex. Ex. is d. 22. Septemb. 1772.

Israel Walker of a place called the Ashuelot Equivalent in the County of Berkshire yeoman Plt. vs. Thomas Mitchell of Monson in the County of Hampshire Cordwainer Def. in a plea of the case for that the said Thomas at Springfield aforesaid on the eighteenth day of April 1772 by his note for value received promised the said Israel to pay him nine pounds lawful money on demand yet the said Thomas tho often thereto requested hath not paid the same or any part thereof to the said Israel but denies to do it to the damage of the said Israel twelve pounds. the Plt. appears by Caleb Strong jun. Gent. his Att. and the said Thomas tho three times publicly called makes default of appearance here therefore it is considered by the Court that the said Israel do recover against the said Thomas nine pounds of lawful money damages and cost of Court taxed at two pounds three shillings and ten pence and thereof Ex. is 10th Septemb. 1772.

Benjamin Day of Springfield in the County of Hampshire Esq. Plt. vs. Elishalet Gaylord of South Hadley in said County yeoman Def. in a plea of the case for that said Elishalet at Springfield on the twenty seventh day of August last past by his note of that date for value there received promised the Plt. to pay him thirty two gallons of good Barbadoes Rum to be delivered at said Springfield in one month from the date of said note which time is past and the Plt. in fact saith that the same Rum at said Springfield at the time of payment mentioned in said note was reasonably and well worth three shillings and six pence by the gallon and that he has always been ready at said Springfield to receive the same Rum according to the tenor of said note. yet said Elishalet tho often thereto requested hath never paid said Rum to the Plt. nor any way fulfilled his said promise but unjustly neglects it to the damage of the said Benjamin six pounds. the Plt. appears by Justin Ely Gent. his Att. and the said Elishalet tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Benjamin do recover against the said Elishalet five pounds one shilling and four pence of lawful money damages and cost of suit taxed at one pound Eleven shillings and two pence and thereof he may have his Ex. is 22. Septemb. 1772.

The foregoing Judgments rules &c were made & entered up in manner aforesaid and the said Court was then adjourned without Day.

Attest W^m Williams Clerk

Hampshire ss. Anno Regni Georgii Tertii Regis magnae
Britanniae Franciae et Hiberniae Decimo Tertio
At the Inferiour Court of Common pleas holden
at Northampton within and for the County
of Hampshire on the second Tuesday of No-
vember being the tenth day of the said-
month Anno Domini 1772.

Israel Williams Esq.
Oliver Partridge Esq.
Timothy Dwight Esq.
Thomas Williams Esq.
Justices of said Court.

Jury of Trials
Sr. J. { Oliver Bliss foreman
Timothy Bliss
Samuel Marshall
Jr. { John Miller dismissed 3. day
Joel Clark
Jad. Francis Newton came on after
Dismissed Paul Hawkes Miller was dismissed
Jad. Phineas Graves
North. Shuben Smith
Green. Israel Foster
Mont. Benj. Alford
Ambr. Tim. Green
New. Israel Putnam

there was no case tried in this Court
after Newton came upon the Jury.

Actions cont.

Dunsmore
vs
Allen

William Dunsmore of Lancaster in the County of Worcester
Physician and Hannah his Wife Plt. vs. Enagh Allen of Ash-
field in the County of Hampshire Husbandman Def. in
a plea of Ejectment &c as at large on record heretofore - the
Parties appear viz the Plt. by his att. and the said Shuben
Smithing Warranter as heretofore by Simeon Strong Esq. comes
here and moves for a further Continuance of this Action
Therefore it is considered that the said Parties have a day
accordingly before the Lord the thing here untill the
second Tuesday of Feby next following the said second-
Tuesday of November aforesaid.

Williams
vs
Wilkie

Daniel Williams of Goston in the County of Bristol Esq.
Plt. vs. John Wilkie of Ashfield in the County of Hampshire
Husbandman Def. in a plea of Ejectment &c as at large on
record heretofore. the Plt. appears by John Worthington
and Joseph Hawley Esqs. his atts. and the said Shuben
Smithing Warranter as on record heretofore comes here by
Simeon Strong Esq. his att. and moves for a further Con-
tinuance of this Action and the said Parties accordingly
have a day before the Lord the thing here untill the
second Tuesday of Feby next following said second Tues-
day of November aforesaid.

Pelton
vs
Fowler

Ephraim Pelton of Granville in the County of Hampshire
yeoman Plt. vs. Bilead Fowler of Walsfield in said County
of Hampshire yeoman Def. in a plea of Trespass &c as at
large on record heretofore. the Parties appear and the Referees
to whom this Case was referred viz John Ingersoll Esq. Luke
Bliss and Moses Church, do now report as on record of last

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Tenny to wit, that the said Ephraim do recover against the said Biddad six pounds five shillings and ten pence of lawful money damages and costs of Courts &c. Therefore it is considered by the Court that the said Ephraim do recover against the said Biddad six pounds five shillings and ten pence of lawful money damages and costs of Courts taxed at nine pounds six shillings and four pence and thereof he may have his execution. Execm. sp. 30th April 1773.

William Pyncheon of Salem in the County of Essex Esq. (Pyncheon and others Ptt. vs. Samuel Glover of Milbrough in the County of Hampshire yeoman Deft. in a plea of Entry Glover or Dissein &c as at large on Record heretofore, the Parties appear by their former Att. and pray that this action may be continued. Therefore it is considered that the said Parties have a day accordingly before the Lord the thing here untill the second Tuesday of February next following said second Tuesday of November aforesaid.

Noah Smith of Hadley in the County of Hampshire yeoman (Smith Ptt. vs. Samuel Partridge of Hatfield in said County Gent. Deft. in a plea of the Case &c as at large on Record heretofore, And now the Parties appear by their respective Att. viz. the Ptt. by Simon Strong Esq. his Att. and the said Samuel by John Worthington and Moses Bliss Esq. his Att. comes and defends the force and Injury when &c. and says that he is not guilty in manner and form as the Ptt. in his Declaration hath alleged and thereof puts himself on the Country, And the said Noah the Ptt. likewise. — Thereupon the Jurors of the Jury agreeable to the form and effect of the Statutes in this case made and provided now at this time returned and empanelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their oath that the said Samuel is not guilty in manner and form as against him is alleged and therefore find for the Deft. his Cost. Therefore it is considered by the Court that the said Samuel do recover against the said Noah his costs taxed at three pounds three shillings and six pence. And now the said Noah by his Att. aforesaid, Appeals from the Judgment of this Court to the Superior Court of Judicature next to be holden at Northampton ^{withing and for the County of Hampshire} on the last Tuesday of April next and he recognozes with Sureties as the Law directs for the said Noah's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Beneyzer Burt of Springfield in the County of Hampshire (Burt yeoman Ptt. vs. Mary Bond of Springfield aforesaid jun. in a plea of Trespass &c as at large on Record heretofore, the Ptt. being three times publicly called is non suit and the Deft likewise Defaulted & the Action dismissed.

Simon Phillips of Springfield in the County of Hampshire (Phillips yeoman Ptt. vs. Samuel Gains of Springfield aforesaid Joiner and Seth Miller of said Springfield Labourer Minor and Gains &c under the Age of twenty one years Deft. in a plea of Trespass &c as at large on Record heretofore. And now the Parties

Phillips } Parties appear by their respective att^{ys} and move for a
vs } further continuance of this action, therefore it is Consi-
Gainsetal } dered that the said Parties have a day before the Lord the
thing here untill the Second Tuesday of February next fol-
lowing the said Second Tuesday of Novemb^r aforesaid. —

Duway } Israel Duway of Westfield in the County of Hampshire yeo-
vs } man Att. vs. Thomas Duway of said Westfield yeoman Deft.
Duway } in a plea &c as at large on Record heretofore, And now
the Parties by their respective att^{ys} come here and move
for a further continuance of this action under the same
rule, and the said Parties have a day before the Lord
the thing here accordingly untill the Second Tuesday of
February next following said Second Tuesday of Novemb^r aforesaid.

Becher } Elishah Becher of NewHaven in the County of NewHaven
vs } and Colony of Connecticut Gent. Att. vs. Robert Fairchild
Fairchild } of NewHaven aforesaid yeoman Deft. in a plea of the Case &c
as at large on Record heretofore. The Att. being three
times publicly called is Nonsuit and the Deft likewise
Defaulted and the action dismissed. —

Boltwood } Solomon Boltwood of Amhurst in the County of Hampshire yeo-
vs } man Att. vs. Willard Shepard yeoman and Daniel Tracy
Shepard } yeoman both of Hagerborough in the County of Berkshire
and Josiah Lawrence living on a Tract of Land called Shublot
equivolent in said County of Berkshire yeoman Deft. in a
plea of the Case &c as at large on Record heretofore. The Att.
appears by Simon Strong Esq. his Att^y and the said Deft.
the three times publicly called to come into Court do not come
but make default of appearance here therefore it is Considered
by the Court that the said Solomon do recover against the^d
Willard, Daniel, and Josiah twenty seven pounds fifteen
Shillings and five pence of Lawful money Damages and
Cost of Suit taxed at two pounds nine Shillings and
three pence and thereof &c. &c. is. 24th Novemb^r 1772. —

Sellon } John Sellon of Hardwiche in the County of Worcester Gent.
vs } (App^t vs. John M^r. Inyer late of Murraysfield in the Coun-
M^r. Inyer } ty of Hampshire yeoman Appl^t from the Judgment of
Josiah Chauncy Esq &c. as at large on Record of last Term.
And now the said Parties appear and are at Issue on their former
pleas, thereupon the Jurors of the Jury agreeable to the form and
effect of the Statutes in this Case made and provided now at
this time returned and Impannelled being demanded likewise
come who to say the truth concerning the premises being duly
sworn declare upon their Oath that the said M^r. Inyer did mis-
mise &c and ass^{ess} the Damages to twelve Shillings. Therefore
it is Considered that the said Sellon do recover against the said
M^r. Inyer twelve Shillings Lawful money Damages and
Cost of Court taxed at four pounds ten Shillings and four pence
and thereof &c. the Grid^r above named and his att^y by their Oaths
have acknowledged Satisfaction of this Judgment in full.

Abel Meriman of Conway in the County of Hampshire
 yeoman Plt. vs. Bahel Mighell of Conway aforesaid yeoman (Meriman
 Def. in a plea &c. as at large on Record of last Term (Mighell
 And now on the second Tuesday of Novemb^r 1772 to which
 time the above named Bahel had leave to appear and
 there to plead the said Bahel comes and defends the force
 &c. when &c. and prays the hearing of the writing obligatory
 before mentioned ~~and~~ it is read to him in the words following
 to wit know all men by these presents That I Bahel Mighell
 of Conway in the County of Hampshire in the Province
 of the Massachusetts Bay in New England Carpenter am
 holden and stand firmly bound and obliged unto Abel
 Meriman of Wallingford in the Colony of Connecticut in
 the sum of fifteen pounds lawful money the which
 payment well and truly made I bind myself my heirs
 Executors Administrators and Assigns firmly by these
 presents sealed with my seal dated this third day of Dec^r
 1769. And he demands also the hearing of the Conditions
 of the same writing and it is read to him in these words.
 The Conditions of the present obligation is such that if the
 above named Bahel Mighell his heirs or assigns or any
 of them shall do well and truly perform the Articles
 hereafter mentioned to wit for the said Mighell to build
 a Barn for said Meriman at or before the first day of
 July next said Meriman to provide all the materials
 for said Barn the dimensions are as followeth to wit said
 Barn to be thirty eight feet in length twenty eight feet in
 width well timbered said Barn to be covered and shingled
 by said Mighell said Mighell to find himself provisions while
 building said Barn that then the above written obligation
 to be void otherwise to remain in full force and virtue. -
 which being read and heard the said Deft. says that the within
 named Abel Meriman ~~the~~ Plt. ought not to have his action
 thereof maintained against him the Deft. because he says
 that he the said Deft. at all times from the time of sealing
 and executing of the said Writing obligatory to the first
 day of July mentioned in the said Condition and throughout
 the said first day of July and ever after the said first day of
 July to the day of the purchase of the Plt's Writ has been always
 ready and willing to build a Barn for the said Plt. according
 to the tenor of the said Condition and that he the said Deft. on
 the first day of May next preceding the said first day of July
 at Conway in the said Writ mentioned offered and tendered to the
 Plt. to build a Barn for him of the dimensions mentioned in
 the said Condition and to cover and shingle the same in
 case he the Plt. would provide the materials for the said
 Barn and requested him to provide the said materials and
 he also says that ever since the said first day of July he has
 been always ready and is still ready to build a Barn
 for the Plt. of the dimensions mentioned in the said Condition
 and to cover and shingle the same in case he the Plt. would
 provide the materials for the said Barn but the said Deft.
 in fact says that the Plt. at any time after the time of ex-
 ecuting the said Writing obligatory in the said Writ men-

Merriman^{vs} mentioned, before or upon the said first day of July did not
Mighell } provide the materials for the said Barn nor any of them,
nor has he at any time since provided materials for the
said Barn or any of them. all which the said Deft. is ready
to verify wherefore he the Deft. prays Judgment if the said
Plt. ought to have his said Action of the matters declared of
in his Writ maintained against him. — And the Plt.
humbly prays that this Action may be continued that
he may have opportunity to make a replication to
the Deft's plea above related. and it is considered that
the said Parties have a further day before the Lord
the thing here untill the second Tuesday of February next
following said second Tuesday of November aforesaid. —

Stewart^{vs} Samuel Stewart of Williamstown in the County of Berke-
Hall } shire yeoman Plt. vs. John Hall late of Williamstown
in said County yeoman, now Resident at Greenwich in
the County of Hampshire Deft. in a plea of the Case &c.
as at large on Record heretofore. And now the said Parties
appear and the Referees to whom this Action with all
other demands subsisting between the said Parties, ^{was referred} do now
report as follows. We the Subscribers being elected and
appointed Arbitrators to hear judge and determine a
certain Action or pleas of the Case or premises by Notes
&c between Samuel Stewart of Williamstown in the County
of Berkshire yeoman Plt. vs. John Hall late of Williams-
town aforesaid yeoman Deft. having given due notice to
the Parties they being both present and having fully heard
and understood their several and respective pleas, proofs
and Allegations, in the premises, Do award Judge, and
finally determine, that the said Samuel Stewart have
and recover of the said John Hall in the aforesaid
pleas or Actions the Sum of Eight pounds Six Shillings
and nine pence lawful money and the Costs of Courts
to be taxed by the Court, all which is humbly submitted
to the Honorable Court by us. David Noble. Abner Chaffee
James Machum, Williamstown Octob^r. 3rd. 1772. —
Therefore it is considered by the Court that the said Samuel
do recover against the said John Eight pounds Six Shil-
lings and nine pence of lawful money Damages and
Cost of Suit taxed at five pounds fifteen Shillings and
one penny. and thereof &c. &c. is. 25th. Novemb^r. 1772.

Idem^{vs} Samuel Stewart of Williamstown in the County of Berke-
Curdem } shire yeoman Plt. vs. John Hall late of Williamstown
aforesaid now Resident at Greenwich in the County of Hamp-
shire yeoman Deft. in a plea of the Case &c. as at large
on Record of last Term. The Parties appear and the afores.
Referees to whom this Action with all other demands ^{was}
was referred do now report, that having heard and fully
understood their several and respective pleas, proofs and

Allegations they do award Judge and finally determine that the said Lemuel do recover against the said John in the aforesaid plea or action the sum of nineteen pounds fifteen Shillings and seven pence lawful money and the cost of the reference including the whole part in this and the former action referred at the same time and by the same rule, being in the whole four pounds one Shilling and the Costs of the Courts to be taxed by the Court. And furthermore having heard and considered and fully understood all demands between the said parties by them exhibited to us we do award judge and determine that the several sums of money by us awarded to be recovered by the said Lemuel Stewart of him the said John Hall in the two abovesaid actions is in full of all demands which the said Parties have against each other excepting one Note of hand given by said John Hall to said Lemuel Stewart of four pounds twelve Shillings and two pence lawful money dated the nineteenth day of September 1771 on Interest which said Note not being payable at the time when said parties submitted their aforesaid actions and all other demands to us we have not considered it, all which is submitted to by David Noble, Abner Chaffer, and James Macburn.

Dated Williamstown Octob^r 1st 1772. — Therefore it is considered by the Court that the said Lemuel do recover against the said John nineteen pounds fifteen Shillings and seven pence of lawful money damages and Cost of Courts taxed at seven pounds fifteen Shillings and eight pence and thereof he may have Ex. Ex. is. 25th Novemb^r 1772.

Stephen Hall of Plainfield in the County of Windham Hall and Colony of Connecticut in New England yeoman Plt. vs. Joseph Attrich lately of Hagerborough in the County of Dorsetshire yeoman Deft. in a plea of Trespass &c as at large on Record of last Term. the Plt. appears by Joseph Hawley Esq. his Att^r and the said Joseph ^{Attrich} the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Stephen do recover against the said Joseph forty six pounds and nine pence of lawful money damages and Cost of Court taxed at two pounds seventeen Shillings and eight pence and thereof he may have his Ex. — Ex. is. Novemb^r 25th 1772. —

Samuel Hunt of Chardmont in the County of Hampshire Hunt Gent Plt. vs. Timothy Thayer of Northampton in the County aforesaid yeoman Deft. in a plea &c. as at large on Record of last Term. and now the said Samuel being three times publicly called is nonuit and the said Timothy likewise defaulted and the action dismissed.

Elihu Emerson of Wiltfield in the County of Hampshire Emerson yeoman Plt. vs. Joel Smith of Wiltfield aforesaid yeoman Deft. in a plea of the Case &c. as at large on Record of last Term. And now the said Parties appear and the

Mumson
vs
Smith) the Referees (viz Doct. Samuel Mather, John Bancroft,
and William Shepard) do report that having heard the
allegations and proofs of the said Parties and duly consid-
ered the same, they do find and award the sum of
Eight Shillings Damages for the Deft. and Cost of
Court together with the Cost of the arbitration which
is one pound twelve Shillings lawful money. —
Therefore it is considered by the Court that the said Doct
the Deft. do recover against the said Sliber, Eight Shillings
of lawful money Damages and Cost of Court & Taxes
at three pounds fifteen Shillings and eight pence
and thereof he may have his Exon.

Sweatman
vs
Fowler) Joseph Sweatman of Granville in the County of Hamp-
shire yeoman Plt. vs. Biddad Fowler of Westfield in said
County yeoman Deft. in a plea of the Case &c as at large
on Record of last Term. The Parties now appear and the
Referees to whom this action with other demands was
referred do now report in the words following. —
We the Subscribers being appointed Referees between Joseph
Sweatman and Biddad Fowler in obedience to said appoint-
ment on the second day of November met at Westfield and the
Parties both appeared before us with Pleas Allegations and proofs
and having fully heard them and duly considered the same do
Judge award and determine that the said Joseph do have and
recover against the said Biddad the sum of one pound Eight
Shillings and seven pence lawful money Damages and
the Cost of this Reference being two pounds four Shillings
and two pence and the Cost of Courts and this our award
be a final settlement of all Controversies and disputes between
the said Parties from the beginning of the World to the time
of the Submission Witness our hands this Sunday of Nov^r. 1772.
Gimothy Robinson, John Mouly David Mosley.
Therefore it is considered by the Court that the said Joseph
do recover against the said Biddad one pound Eight Shillings
and seven pence lawful money Damages and Cost of Suit
taxed at five pounds fourteen Shillings and six pence
and thereof he may have his Ex. Ex. id. 18th Decemb^r. 1772.

Morse
vs
Struter) Silence Morse of Southwick in the County of Hampshire
Spinster Plt. vs. Samuel Struter late of Westfield in said County
yeoman Deft. in a plea of the Case &c as at large on Record
of last Term. the Plt. appears by John Phelps Esq. her Att^y.
and the said Samuel the three times publicly called makes
default of appearance here
(No Judgment nor minutes in Docket.)

Dwight
vs
Burnham) Jonathan Dwight of Springfield in the County of Hampshire
yeoman Plt. vs. Asa Burnham of Springfield aforesaid yeo-
man Deft. in a plea of the Case &c as at large on Record of
last Term. The Plt. appears by Moses Bliss Esq. his Att^y.
and the said Asa the three times publicly called to come
into Court doth not come but makes default of appearance.

here therefore it is considered by the Court that the said Jonathan do recover against the said Asa three pounds six-
ten shillings and seven pence of lawful money damages
and cost of suit taxed at one pound nineteen shillings
and eight pence and thereof &c. Ex. is. Feb^y 18th 1773.

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Saron Vanhorne of Springfield in the County of Hampshire shire yeoman Plt. vs. Thomas Smith of Springfield aforesaid yeoman Deft. in a plea of the Case &c. as at large on Record of last Term, the Plt. appears by Justice Ely Gent. his att. and moves for a further continuance of this action, and the Deft. agreeing thereto it is considered that the said Parties have a further Day before the Lord the thing here untill the second Tuesday of Feb^y next following said second Tuesday of Novemb^r aforesaid.

John Ely yeoman and Justice Ely Gent. both of Springfield in the County of Hampshire Plt. vs. Joseph Carver of Springfield aforesaid yeoman Deft. in a plea &c. as at large on Record of last Term, and now the said parties by their said atts. come here and move for a further continuance of this action. And it is considered that the said parties have a day before the Lord the thing here untill the second Tuesday of Feb^y next following said second Tuesday of Novemb^r aforesaid.

Joel Strong of Granville in the County of Hampshire yeoman Plt. vs. Thomas Gilbert of Southwick in said County yeoman Deft. in a plea &c. as at large on Record of last Term, And now the said Joel being three times publicly called is nonsuit and the said Thomas likewise Defaulted and the action dismissed.

Benjamin Converse of Lister in the County of Worcester yeoman Plt. vs. ~~James Webb~~ ^{Nathaniel Miller} of ~~Worcester~~ ^{West} ~~County of Hampshire~~ ^{Hampshire} yeoman, and Thomas Webb of Situate in the County of Plymouth yeoman Deft. in a plea of Covenant broken &c. as at large on Record of last Term. And the said Parties by their respective atts. come here and move for a further continuance of this action and the said Parties accordingly have a day before the Lord the thing here untill the second Tuesday of Feb^y next following said second Tuesday of Novemb^r aforesaid.

Rufus Hopkins of Sikeat in the County of Providence and Colony of Rhode Island yeoman Plt. vs. Moses Morse of Worthington in the County of Hampshire yeoman Deft. in a plea of the Case &c. as at large on Record heretofore the Plt. appears by John Worthington Esq. his att. and the said Morse three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that

Morse } that the said Rufus do recover against the said Moses -
vs } thirty three pounds fifteen shillings and ten pence of
Morse } lawful money damages and cost of Court taxed at four
pounds six shillings and thereof he may have his costs.
Ex. is. 11th Decemb. 1778.

Williston } Consider Williston of Suffield in the County of Hampshire
vs } yeoman Plt. vs. Josiah Flowers of Springfield in said County
Flowers } yeoman Deft. in a plea of the Case for that the said Josiah at
N^o 1 } said Suffield on the thirtieth day of March last past by his note of
that date for value received promised the said Consider to pay him
nine pounds lawful money on demand with Interest till paid
yet the said Josiah tho often thereto requested hath not performed
his said promise but he wholly neglects it to the damage of
the said Consider twelve pounds. the Plt. appears by John Phelps
Gent. his Att. and the said Josiah the three times publicly-
called to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court that
the said Consider do recover against the said Josiah nine pounds
six shillings and seven pence lawful money damages and
cost of Court taxed at one pound nineteen shillings and ten
pence and now the said Josiah by Samuel Fowler Gent. his
Att. comes here and appeals from the Judgement of this Court
to the Superior Court of Judicature &c. next to be holden at
Northampton within and for the County of Hampshire
on the ^{last} Tuesday of April next and he recognises with Sure-
ties according to Law for the said Josiah prosecuting his said Appeal
with effect as by the said recognizance on file may be seen. —

Moor } Francis Moor late of Blanford in the County of Hampshire
vs } yeoman Plt. vs. Thomas Goolley of Cranville in said County
Goolley } yeoman Deft. in a plea of Trespass on the Case for that the
N^o 2 } said Thomas at said Cranville on the eighth day of November
last past by his note in writing under this hand of that date
for value received promised the said Francis to pay him the sum
of eleven pounds and five shillings lawful money (and to be
paid ten months from the date) meaning within ten months
from the date of the Note aforesaid with the lawful Interest
till paid, yet the said Thomas tho often requested thereto hath
not performed his said promise but he unjustly neglects it to
the damage of the said Francis fifteen pounds. the Plt. appears
by John Phelps Gent. his Att. and the said Thomas the three
times publicly called to come into Court doth not come
but makes default of appearance here therefore it is considered
by the Court that the said Francis do recover against the
said Thomas Eleven pounds Eighteen shillings and eight pence
of lawful money damages and cost of Court taxed at two pounds
and two pence and thereof he may have &c. —

Brown } Solomon Brown of Blanford in the County of Hampshire
vs } shire yeoman Plt. vs. Martin Brad of Southwim in said
Brad } County yeoman Deft. in a plea of the Case for that the
N^o 3 }

said Martin at said Northampton on the twelfth day of August last past by his note of that date for value received promised the said Solomon to pay him or order three pounds fifteen shillings and eleven pence lawful money in two months with Interest. And also for that the said Martin afterwards viz on the twenty fourth day of the same August aforesaid at said Northampton by one other note of that date for value received said Martin promised the said Solomon to pay him one other sum of three pounds fifteen shillings and eleven pence lawful money in two months from the date of said note last mentioned with Interest yet the said Martin the often thereto requested hath not performed either of his said promises but he wholly neglects it to the damage of the said Solomon seven pounds the Ptt. appears by John Phelps Gent. his att. and the said Martin tho three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Solomon do recover against the said Martin three pounds sixteen shillings and two farthings of lawful money damages and cost of suit taxed at two pounds and four pence. And now the said Martin by Samuel Fowler Gent. his att. comes here and appeals from the Judgment of this Court to the Superior Court of Judicature and so forth next to be holden at Northampton within and for the County of Hampshire on the ~~fourth~~ Tuesday of April next and he recognises with sureties according to law for the said Martin prosecuting his said appeal with effect as by the said recognizance on file may be seen.

Pliny Hillyer of Witley in the County of Hampshire (Hillyer
 Trader Ptt. vs. William Watson of Hatfield in said County Watson
 yeoman Def. in a plea of the Case for that the said Watson
 at said Witley on the last day of September last past being
 indebted to the said Hillyer in the sum of eight pounds
 sixteen shillings and two pence lawful money to balance book acct. according to the amount annexed to the
 Writ and in consideration thereof said Watson then and
 there promised said Hillyer to pay him the same on demand. Also for that whereas the said Pliny the Ptt. had there
 before that time sold to the said Watson sundry goods, wares
 and Merchandises other than those mentioned in the
 account to the Writ annexed but of the same quantity
 and quality at his request the said Watson then and there
 promised the said Pliny to pay him in consideration thereof
 thereof so much money as the same goods wares and
 Merchandises were reasonably worth on demand and
 the Ptt. in fact saith that the same goods &c were reasonably
 worth the further sum of ten pounds three shil-
 lings and nine pence at the time of the sale and
 delivery thereof whereas he then and there gave the said
 Watson Notice yet the said Watson the often thereto requested
 hath never paid but twenty seven shillings and seven

May 21st 1773
No 4 } *Swain* versus *Watson*
Swain versus the remainder is still due viz. eight pounds sixteen shillings and two pence but he altogether hath and still doth unjustly neglect to perform either of his said promises to the damage of the said Pliny nine pounds. The Plt. appears by John Phelps Gent. his att. and the said Watson the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Pliny do recover against the said Watson eight pounds sixteen shillings and two pence of lawful money damages and cost of suit taxed at one pound thirteen shillings and one penny and thereof he may have his Exon.

Austin
vs
Loomis
No 5 } *Seth Austin* of *Suffield* in the County of *Hampshire* yeoman
Plt. vs. *Seth Loomis* of *Springfield* in said County yeoman
Deft. in a plea of the Case for that the said Loomis at said
Suffield on the twentieth day of September 1771 by his Note
of that date for value received promised the said Austin to
pay him or order six pounds lawful money in one
year from the date of said Note with Interest till paid.
yet the said Seth Loomis the often requested hath not performed
his said promise but he wholly neglects it to the damage
of the said Austin nine pounds the Plt. appears by John
Phelps Gent. his att. and the said Loomis the three times
publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered
by the Court that the said Austin do recover against
the said Loomis six pounds eight shillings and three
pence of lawful money damages and cost of suit taxed
at one pound nineteen shillings and ten pence. Exon.
and thereof he may have his. Exon. Ex. is. 5th Jan. 1772
which Ex. never came into the hands of the Cr. or att.
of which Certificate is on file, and therefore Exon. is.
May 21st 1773 as an Original by Special Order of Court.

Clark
vs
Saward
No 6 } *Samuel Clark* of *Granville* in the County of *Hampshire*
yeoman Plt. vs. *Ebenezer Saward* of said *Granville* yeoman Deft.
in a plea of *Trespass* on the Case for that the said Ebenezer
at said *Granville* on the fifteenth day of June 1770 by his
note of that date for value received promised the said Samuel
to pay him the sum of two pounds and five shillings (mean-
ing that sum in lawful money) by the first day of May
1772. yet the said Ebenezer the often requested hath not per-
formed his said promise but he wholly neglects it to the da-
mage of the said Samuel three pounds. The Plt. appears by
John Phelps Gent. his att. and the said Ebenezer the three times
publicly called doth not come but makes default of appear-
ance here therefore it is considered by the Court that the
said Samuel do recover against the said Ebenezer two
pounds six shillings and four pence two farthings of

lawful money Damages and Cost of Court taxed at two pounds
and ten pence and thereof Ex. is. 17th Feb^y 1773.

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Moses Dewey of Westfield in the County of Hampshire Gent. (Dewey
and a Deputy Sheriff for said County under Solomon Stod-
dard Esq. Sheriff of said County. Plt. vs. Bilead Fowler of
Westfield aforesaid yeoman Deft. in a plea of Intrap on the
Case &c. as by the said Writ on file may be seen. And now
the said Moses being three times publicly called is non suit
and the said Bilead likewise Defaulted and the action Dismissed.

vs
Fowler
N^o 7

John Ingersoll of Westfield in the County of Hampshire
Esq. Plt. vs. Solomon Lathrop of Pittsfield in the County
of Berkshire yeoman Deft. in a plea of the Case for that
the said Solomon at said Westfield on the twenty fourth
day of July 1771 by his Note in Writing under his hand
of that date for value received promised the said John to
pay him or Order two pounds Eighteen Shillings and
six pence on demand with use (meaning the lawful Interest)
till paid Yet the said Solomon the often times requested
hath not performed his said promise but he neglects it to
the damage of the said John seven pounds the Plt. appears
by John Phelps Gent. his Att^y and the said Solomon the
three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is
considered by the Court that the said John do recover against
the said Solomon three pounds three Shillings of lawful
money Damages and Cost of Court taxed at one pound
ninteen Shillings and six pence and thereof he may have
his Ex. is. 11th Decemb^r 1772.

Ingersoll
vs
Lathrop
N^o 8

John Wright of Granville in the County of Hampshire
yeoman Plt. vs. Samuel Buck of Merrymfield in said Coun-
ty yeoman Deft. in a plea of the Case for that the said Samuel
at said Granville on the Eleventh day of June last
past by his Note of that date for value received promised
to pay the said John or Order the Sum of three pounds
twelve Shillings lawful money at or before the twelfth
day of August then next if not paid by the time to pay
the Interest (meaning the lawful Interest) from the date
till paid which time is long since past and he the said
Samuel the often demanded and requested hath hitherto neg-
lecte and still doth unjustly neglect to fulfill his said promise
or any part thereof to the damage of the said John six
pounds. the Plt. appears by John Phelps Gent. his Att^y and
the said Samuel Buck by Joseph Hawley Esq. his Att^y. comes
here and moves that this Honorable Court would take no further
notice of the Plt's Writ but that the same may be quashed because he
says there was no legal service of the said Writ &c. the Parties being fully
heard and the Writ Inspected it is considered that the same be and
it is hereby quashed and the Deft may have his Cost, And now the

Wright
vs
Buck
N^o 9

Haight
vs
Buck
N^o. 9 } the said Samuel by John Phelps Gent. his Att^r Appeals from
the Judgment of this Court to the Superior Court of Judicature
at next to be holden at Northampton within and for the
County of Hampshire on the ~~fourth~~^{20th} Tuesday of April next
and he Muogwires with Sureties as the Law directs for the
said Samuel prosecuting his said Appeal with effect as by the
said Muogwiranee on file may be seen.

Allis
vs
Hutchins
N^o. 11 } David Allis of Bolton in the County of Hartford and Co-
lony of Connecticut yeoman P^{tt}. vs Benjamin Hutchins of
Gageborough in the County of Berkshire yeoman late of
Hansfield in the County of Windham and Colony of
Connecticut Def^t. in a plea of the Case for that said Benja-
min at said Northampton on the sixteenth day of August
1770 by his note of that date for value received promised
said David to pay him the sum of Eleven pounds money
on or before the first day of May then next after the date
thereof yet said Benjamin the often thereto requested hath not
paid said David the same sum or any penny thereof but
he hitherto hath and still neglects and refuses to pay him
the same to the damage of the said David sixteen pounds.
The P^{tt}. appears by Moses Bliss Esq. his Att^r. and the said
Benjamin the three times publicly called to come into Court
doth not come but makes default of appearance here there-
fore it is considered by the Court that the said David do recover
against the said Benjamin Twelve pounds and four pence
lawful money Damages and Cost of Court taxed at two
pounds six Shillings and ten pence and thereof he may
have his Ex. Ex. is 23^d. Novemb^r. 1772.

Fowler
vs
More
N^o. 12 } Biddat Fowler of Westfield in the County of Hampshire
yeoman P^{tt}. vs. William More of Southwick in said Coun-
ty yeoman Def^t. in a plea of the Case for that said William
at said Westfield on the twenty ninth day of Octob^r. last past
by his note under his hand of that date for value received pro-
mised said Biddat to pay him him or his Order eight-
pounds ten Shillings lawful money within Eleven months
from the date thereof with lawful Interest for the same till
paid. yet said William the often thereto requested hath not
paid said Biddat the same sum or any penny thereof or
said Interest but hitherto hath and still neglects and re-
fuses to pay him the same to the damage of the said Bid-
dat ten pounds. the P^{tt}. appears by Moses Bliss Esq. his Att^r.
and the said William the three times publicly called to come
into Court doth not come but makes default of appearance
here therefore it is considered by the Court that the said Bid-
dat do recover against the said William Nine pounds and
six pence one farthing of lawful money damages and Cost of
Suit taxed at one pound sixteen Shillings and three pence
and thereof he may have his Ex^{on}. Ex. is 23^d. Novemb^r. 1772.

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Abel Squire of Westfield aforesaid yeoman and John French late of Southampton in said County yeoman Def. in a plea of the Case for that said Abel and John at said Westfield on the twenty sixth day of August D. 1771 by their note in writing under their hands of that date for value received promised said Bildad to pay him five pounds ten shillings lawful money by the first day of September now last past with lawful Interest for the same till paid. Yet said Abel and John or either of them the often thereto requested have not paid said Bildad the same sum or any munny thereof or said Interest but hitherto have and still neglect and refuse to pay him the same to the damage of the said Bildad ten pounds. the Plt. appears by Moses Bliss Esq. his att. and the said Abel and John tho three times publicly called do not come but make default of appearance here therefore it is considered by the Court that the said Bildad do recover against the said Abel and John five pounds eighteen shillings and two farthings of lawful money damages and Cost of Suit taxed at one pound sixteen shillings and sevenpence and thereof he may have his Exon. Ex. is. 23. Novemb. 1772. 261
Fowler
vs
Squire
No 13

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Elijah Holcomb of Southwiche in said County yeoman Def. in a plea of the Case for that said Elijah at said Westfield on the twenty ninth day of Octob. 1771 by his Note of that date for value received promised said Bildad to pay him or his Order seven pounds seven shillings lawful money on demand with lawful Interest for the same till paid yet said Elijah tho often thereto requested hath not paid said Bildad the same sum or any munny thereof or said Interest but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Bildad nine pounds the Plt. appears by Moses Bliss Esq. his att. and the said Elijah tho three times publicly called doth not come but makes default of appearance here therefore it is considered by the Court that the said Bildad do recover against the said Elijah eight pounds six shillings and eight pence one farthing of lawful money damages and Cost of Court taxed at one pound sixteen shillings and seven pence and thereof he may have his Exon. Ex. is. 23. Novemb. 1772. Idem
vs
Holcomb
No 14

Eleanor Trary of Hatfield in the County of Hampshire yeoman Plt. vs. Moses Hayden yeoman and Silas Grosby yeoman both late of Conway in said County Def. in a plea of the Case &c as by the Writ or file may be seen the Plt. tho three times publicly called doth not come therefore is nonuit and the Def. likewise Defaulted and the action dismissed. Trary
vs
Hayden
No 15

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Nathaniel Daniells late of Worthington in said County Gent. Def. in a plea of the Warner
vs
Daniells
No 16

Warner
vs
Daniels
N^o 16 } the Case for that the said Nathaniel at said Hadley on
the thirtieth day of November 1771 by his note of
that date for value received promised the said Jonathan
to pay him the sum of seven pounds fifteen Shillings
and four pence lawful money on demand with the
lawful Interest of the same sum untill paid. and also
for that the said Nathaniel at said Hadley on the twenty
eighth day of January last past by his note of that date
for value received promised the same Jonathan to pay him
one other sum of twelve pounds one Shilling and six pence
two farthings lawful money on demand with the lawful
Interest of that same sum untill paid yet the said Na-
thaniel the often thereto requested hath never paid said sums
or any part of either of them or in any manner performed
either of his said promises but wholly neglects and refuses
to do it to the damage of the said Jonathan twenty five
pounds. the Plt. appears by Elisha Porter Esq. his Att. and
the said Nathaniel the three times publicly called to come
into Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said Jonathan do
recover against the said Nathaniel twenty pounds Eleven
Shillings and two pence two farthings of lawful money
damages and Cost of Court taxed at one pound ten Shillings
and Eleven pence and therof^{ts}. Ex. is. 5th Decemb^r. 1772.—

Idem
vs
Chiles
N^o 17 } Jonathan Warner of Hadley in the County of Hampshire
Plt. vs. Timothy Chiles of Pittsfield in the County of
Berks^{shire} Physician Dft. in a plea of the Case for that the
said Timothy at said Hadley on the first day of January last
past in Consideration that the said Jonathan had before
that time there sold and delivered to the said Timothy
as his the said Timothy's special Instance and request divers
Goods Wares and Merchandises (an Account whereof is contained
in the Schedule to the Writ annexed) promised the said
Jonathan that he would pay him so much money as the
same Goods Wares and Merchandises were reasonably
worth at the time of their sale and delivery as aforesaid
and the said Jonathan in fact says that the same Goods
Wares and Merchandises at the time of their said sale and
delivery were reasonably worth the sum of three pounds
ninteen Shillings and three pence lawful money viz
at Hadley aforesaid of all which the said Timothy there
and there had notice. yet the said Timothy the often requested
has never paid the same sum or any mone^y thereof but wholly
denies neglects and refuses to do it to the damage of the s^d.
Jonathan six pounds. the Plt. appears by Elisha Porter Esq.
his Att. and the said Timothy the three times publicly
called to come into Court doth not come but makes de-
fault of appearance here therefore it is considered by
the Court that the said Jonathan do recover against

the said Timothy three pounds nineteen shillings and three pence of lawful money damages and cost of suit taxed at one pound thirteen shillings and eleven pence and thereof he may have his Exon. Ex. is? December 5th 1772. —

Isaiah Baker of Conway in the County of Hampshire yeoman
Plt. vs. Oliver Stephens of Conway in the County of Hamp-
shire aforesaid yeoman Deft. in a plea of the Case for that
the said Oliver at Conway aforesaid on the twenty first day
of May A 1772 by his note for value received promised
the said Isaac to pay to him the sum of six pounds lawful
money at or before the twenty first day of September then
next with Interest till paid yet the said Oliver tho often
requested has not paid said sum or any money thereof but
neglects it to the damage of the said Isaac seven pounds.
the Plt. appears by William Billings Esq. his att. and the
said Oliver tho three times publicly called to come into
Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said Isaac
do recover against the said Oliver six pounds three shillings
and five pence of lawful money damages and cost of Court
taxed at one pound fifteen shillings and ten pence and thereof &c. —

John Grosbe of Shutebury in the County of Hampshire
yeoman Plt. vs. Zachus Grother of Shutebury aforesaid Gent.
Deft. in a plea of the Case for that the said Zachus at Shute-
bury aforesaid on the second day of March A 1772. by his Note
for value received promised the said John to pay him or Or-
der eight pounds within six months from the date of said
note with Interest after three months from the date of
said note till paid yet the said Zachus tho often requested
has not paid said sum but neglects to do it to the damage
of the said John nine pounds. the Plt. appears by William
Billings Esq. his att. and the said Zachus tho three times pub-
licly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the Court
that the said John do recover against the said Zachus eight
pounds four shillings and three pence of lawful money
damages and cost of Court taxed at one pound fourteen
shillings and ten pence. And now the said Zachus by
Simons Strong Esq. his att. comes here and Appeals from
the Judgment of this Court to the Superior Court of the
Judicature next to be holden at Northampton within and
for the County of Hampshire on the ~~fourth~~^{21st} Tuesday of April
next and he Recognizes with Sureties as the law directs
for the said Zachus prosecuting his said appeal with effect
as by the said Recognizance on file may be seen. —

Elijah Cummins of Ware in the County of Hampshire
yeoman Plt. vs. Joseph Patterson of Ware aforesaid husband
man Deft. in a plea of the Case for that the said Joseph
at said Ware on the twelfth day of Octob^r A 1772 by his

Cummins
vs
Patterson
No 20

Cummins
vs
Pateron
N^o 20 } his Note for value received promised the said Elijah to
pay to him or Order the sum of six pounds two Shillings
and seven pence on demand with Interest till paid. yet
the said Joseph the often requested has not paid said sum
but neglects to do it to the damage of the said Elijah eight
pounds. the P^lt. appears by William Billings Esq. his Att^y.
and the said Joseph the three times publicly called to come
into Court doth not come but makes default of appear-
ance here therefore it is considered by the Court that the
said Elijah do recover against the said Joseph five pounds
ten Shillings and two pence of lawful money damages
and cost of Suit taxed at one pound sixteen Shillings and
eleven pence and thereof &c. &c. is. Septemb^r 22^d. 1773. —

Amson
vs
Farnum
N^o 21 } John Amson of Dursfield in the County of Hampshire
yeoman P^lt. vs. Aba Farnum of Sunderland in said
County Joines Deft. in a plea of the Case for that the
said Aba at Dursfield aforesaid on the twenty fourth day of July
1772 by his Note for value received promised the said John
to pay to him the sum of nine pounds lawful money on
demand with Interest till paid yet the said Aba the often
requested has not paid said sum but refuses and neglects to
do it to the damage of the said John ten pounds. the P^lt.
appears by William Billings Esq. his Att^y. and the said Aba the
three times publicly called to come into Court doth not come
but makes default of appearance here therefore it is considered
by the Court that the said John do recover against the said
Aba nine pounds three Shillings and two pence two far-
things of lawful money damages and cost of Court taxed
at one pound fourteen Shillings and now the said Aba
by Caleb Strong jun^r Gent. his Att^y. comes into Court and
appeals from the Judgment of this Court to the Superior
Court of Judicature next to be holden at Northampton with-
in and for the County of Hampshire on the fourth Tuesday
of April next and he Recognizes with Sureties as the law
directs for the said Aba's prosecuting his said appeal with effect
as by the said Recognizance on file may be seen. —

Fowler
vs
Dewey
N^o 23 } Bildad Fowler of Wistfield in the County of Hampshire
yeoman P^lt. vs. Moses Dewey of said Wistfield Gent. and a De-
puty Sheriff under Solomon Stoddard Esq. Sheriff of said County
of Hampshire Deft. in a plea of the Case as per Writ on
file may be seen and the said Bildad being three times pub-
licly called is nonsuit and the said Moses likewise Defaulted. —

Idem
vs
Miller
N^o 24 } Bildad Fowler of Wistfield in the County of Hampshire yeo-
man P^lt. vs. Micah Miller of Southwick in said County
yeoman Deft. in a plea of the Case for that the said Micah
at said Wistfield on the tenth day of June last past, by his pro-

mifery Note in writing under his hand of that date for value received promised the said Biddad to pay him seven pounds and ten shillings lawful money within two months from the date of said note with lawful Interest for the same till paid. Yet the said Miah the often requested hath never paid the said Biddad the same or any penny thereof but unjustly neglects and refuses to pay him to the damage of the said Biddad nine pounds. The P^t. appears by Samuel Fowler Gent. his att^y. and the said Miah the thre'times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Biddad do recover against the said Miah seven pounds thirteen shillings and eight pence two farthings of lawful money damages and cost of suit taxed at one pound sixteen shillings and five pence and thereof he may have Exon. Ex. is: 24th Decemb^r. 1772

Datis Ensign of Wistfield in the County of Hampshire yeoman P^t. vs. Luke Day jun^r. of Springfield in the County aforesaid yeoman Deft. in a plea of the Case for that the said Luke at said Springfield on the twenty eighth day of January last past by his Note of that date for value received promised the said Datis to pay him seven pounds lawful money on demand with lawful Interest for the same till paid. Yet the said Luke the often requested hath never paid the same to the P^t. or any penny thereof but unjustly neglects it to the damage of the said Datis twelve pounds. The P^t. appears by Samuel Fowler Gent. his att^y. and the said Luke the thre'times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Datis do recover against the said Luke seven pounds six shillings and seven pence one farthing of lawful money damages and cost of Court taxed at one pound fifteen shillings and seven pence and thereof he may have his Exon. Ex. is: 29th April 1773.

Ensign
vs
Day
N^o 25

Benjamin Hott of North Guilford in the County of New Hampshire and Colony of Connecticut yeoman P^t. vs. Josiah Flower of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Josiah at said Northampton on the Eleventh day of July last past by his Note of that date for value ^{there} received promised the said Benjamin to pay him or order seven pounds sixteen shillings and six pence lawful money on demand with lawful Interest for the same till paid also for that the said Josiah at said Springfield on the same Eleventh Day of July last by his other Note of that date for value received promised the said Benjamin to pay him another Sum of two pounds on demand. Yet the said Josiah the often requested hath never paid the said Benjamin either of

Hott
vs
Flowers
N^o 26

Holt
vs
Flowers
No 26

of the same sums or any part thereof but unjustly
neglects so as to do to the damage of the said Benjamin
seven pounds. the Plt. appears by Samuel Fowler Gent. his
Att. and the said Josiah the three times publicly called to come
into Court doth not come but makes default of appearance
here therefore it is considered by the Court that the said Ben-
jamin do recover against the said Josiah fourteen pounds
of lawful money damages and cost of Court taxed at two
pounds fourteen shillings and ten pence. And now the
said Josiah by John Phelps Gent. his Att. comes here and
appeals from the Judgment of this Court to the Superior
Court of Judicature next to be holden at Northampton
within and for the County of Hampshire on the ~~first~~ ^{last} Tuesday of April next and he recognises with sureties as
the Law directs for the said Josiah's prosecuting his said
appeal with effect as by the said recognisance on file ap-
pears.

Edwards
vs
Grant
No 27

Benjamin Holt of North Guilford in the County of New Haven
and Colony of Connecticut yeoman Plt. vs. Alexander Grant
of Winstfield in the County of Hampshire yeoman Def. in
a plea of the Case for that the said Alexander at said Winstfield
on the twenty fifth day of August last past by his note of
that date for value there received prompted the said Benjamin
to pay him or his Order four pounds thirteen shillings and
two pence two farthings lawful money on demand with law-
full Interest for the same sum till paid. Yet the said Alexander
the often times requested hath never paid the said Benjamin
the same sum or any penny thereof or the Interest for the
same but hitherto hath and still neglects and refuses to
pay him the same to the Damage of the said Benjamin
seven pounds the Plt. appears by Samuel Fowler Gent. his Att. and
the said Alexander the three times publicly called to come into
Court doth not come but makes default of appearance here
therefore it is considered by the Court that the said Benjamin
do recover against the said Alexander four pounds fourteen
shillings and four pence three farthings of lawful mo-
ney damages and cost of Court taxed at two pounds thir-
teen shillings and ten pence. After all which the said
Alexander by John Phelps Gent. his Att. comes here and
appeals from the Judgment of this Court to the Superior
Court of Judicature next to be holden at Northampton with-
in and for the County of Hampshire on the ~~first~~ ^{last} Tues-
day of April next following said second Tuesday of Novemb^r
aforesaid and he recognises with sureties as the Law directs
for the said Alexander's prosecuting his appeal aforesaid with
effect as by the said recognisance on file appears.

Joseph Thnapp of Murrayfield in the County of Hampshire Geo
gnan Plt. vs. Benjamin Brown of Murrayfield foresaid yeman
Deft. in a plea of the Case for that the said Benjamin at said
Murrayfield on the thirteenth day of July last past by his note
of that date for value received then and there promised the said
Joseph to pay him three pounds Lawfull money on demand
with Lawfull Interest for the same till paid yet the said Ben
jamin the often requested hath never paid the same or any
moneys thereof but unjustly neglects and wholly refuses to do
it to the damage of the said Joseph six pounds. The Plt. ap
pears by Jonathan Shley Esq. his Att. and the said Benjamin
the three times publicly called to come into Court doth not
come but makes default of appearance here therefore it is con
sidered by the Court that the said Joseph do recover against the
said Benjamin three pounds one Shilling and two pence
of Lawfull money Damages and Cost of Court taxed at two pounds
seven Shillings and six pence And now the said Benjamin
by Jonathan Shley Esq. his Att. comes here and appeals from
the Judgment of this Court to the Superiour Court of Edi
cature the next to be holden at Northampton within and for
the County of Hampshire on the ~~fourth~~ Tuesday of April
next and he Recognizes with Sureties as the Law directs for
the said Benjamin's prosecuting his said appeal with effect
as by the said Recognizance on file appears.

Thnapp
vs
Brown
N^o 30

Sith Wait yeman and Ebenezer Bardwell jun^r. yeman
both of Whately in the County of Hampshire Plt. vs. Na
thaniel Hawk yeman and Simon Hawk yeman
both of Dursfield in the County aforesaid Deft. in a plea
of trespass for that the said Nathaniel and Simon at said Whate
ly on the last day of September last past with force and Arms
did break and enter the said Seths and Ebenezer's Close in
said Whately bounded South by Noah Willers Land East by a
Town Way (called) North by Gideon Dickinson's Land and West by
the said Noah Willers Land and they the said Nathaniel and
Simon then and there being so as aforesaid entered did with
force and Arms take and Carry away from the said Seths and
Ebenezer's Close aforesaid fifteen Shocks of the said Seths and Ebene
zer's Wheat of the value of four pounds and the same convey to parts
to the said Seths and Ebenezer unknown and have kept and de
tained the same from them the said Seths and Ebenezer
ever since - also for that they the said Nathaniel and Simon
at said Dursfield on the last day of October last past with force
and Arms did break and enter one other Close of the said
Seths and Ebenezer in said Dursfield bounded South by the
aforesaid Noah Willers Land North by Adonijah Taylors Land
West and East by the aforesaid Gideon Dickinson's Land and
being so as aforesaid entered the said Nathaniel and Simon
then and there with force and Arms did take and Carry
away from the said Seths and Ebenezer's Close last aforesaid
mentioned fifteen Shocks of the said Seths and Ebenezer's Rape of

Wait et al
vs
Hawk et al
N^o 31

Wail et al
vs
Hawthorn et al
N^o 31

of the value of three pounds and the same convey to parts
to the said Seth and Ebenezer unknown and have kept
and detained the same from them the said Seth and
Ebenezer ever since. also for that the said Nathaniel and Si-
mon at said Dursfield on the same last day of Octob^r afores.
and at divers days and times between the first day of
May 1771 and the same last day of October aforesaid the
said Seth and Ebenezer with force and arms did break and enter and being so entered
did there and there with force and arms six tens of the
said Seth and Ebenezer's ^{property} ~~grain~~ ^{grain} then and there growing
of the value of five pounds cut down and carry away
and have kept and detained the same from them the
said Seth and Ebenezer ever since. -- also for that they the
said Nathaniel and Simon at said Dursfield on the same
last day of Octob^r aforesaid and on divers days and times
between the same last day of Octob^r aforesaid and the
first day of May aforesaid with force and arms the said
Seth and Ebenezer with force and arms did break and
enter and being so as aforesaid entered their feed there and
there growing of the value of five pounds the said Natha-
niel and Simon with force and arms to wit with their
Horses Cattle and Sheep did tread down eat up and destroy
all which doings of the said Nathaniel and Simon are
contrary to Law and against the peace of our Lord the
King and to the damage of the said Seth and Ebenezer
thirty pounds. The Plt^r appears by Jonathan Ashley Esq. their
att^r and moves that this action may be continued for want
of two Material witnesses which cannot be obtained at this
time, therefore it is considered that the said Parties have a
day before the Lord the thing here untill the second Tuesday
of Feby^r next following said second Tuesday of Novemb^r aforesaid.

Bardwell
vs
Gilles
N^o 32

Samuel Bardwell of Montague in the County of Hampshire
yeoman Plt. vs. Thomas Gilles of Hallifax in the Coun-
ty of Cumberland in the Colony of New York yeoman Deft.
in a plea of the Case for that the said Thomas at sd Montague
on the twenty second day of March 1770 by his note of that
date for value received there and there promised the said Sa-
muel to pay him or Order twenty pounds sixteen
shillings and eleven pence two farthings lawful money
on demand with lawful Interest for the same till paid
yet the said Thomas the often requested hath never paid the
same nor any penny thereof but unjustly neglects and wholly
refuses to do it to the damage of the said Samuel thirty pounds.
the Plt. appears by Jonathan Ashley Esq. his att^r and moves
that this action may be continued the Deft. being out of
the Province at the time of service and the said parties
accordingly have a day before the Lord the thing here untill
the second Tuesday of Feby^r next following sd second Tuesday of Nov^r aforesaid.

Joseph Thomson of Colrain in the County of Hampshire
yeoman Plt. vs. John Wood of Colrain aforesaid Trader Deft. } Thomson
in a plea of the Case for that the said John at Northamp- } Wood
ton aforesaid on the twenty fourth day of Octob^r Current } N^o 33
by his note of that date for value received then and there
promised the said Joseph to pay him or Order twenty
pounds fifteen Shillings and seven pence two farthings
lawful money on demand with lawful Interest for
the same till paid yet the said John the often requested
hath never paid the same nor any penny thereof but
unjustly neglects and wholly refuses to do it to the damage
of the said Joseph thirty pounds. the Plt. appears by
Jonathan Ashley Esq. his Att^r and the said John the three
times publicly called to come into Court doth not come
but makes default of appearance here Therefore it is con-
sidered by the Court that the said Joseph do recover against
the said John twenty pounds fifteen Shillings and
seven pence of lawful money Damages and Cost of Court
taxed at two pounds and six pence and now the said
John by William Billings Esq. his Att^r comes into Court
and Appeals from the Judgment of this Court to the Su-
perior Court of Judicature next to be holden at North-
ampton within and for the County of Hampshire on the
fourth Tuesday of April next and he Recognizes with
sureties as the Law directs for the said John prosecuting his
said Appeal with effect as by the said Recognizance on file
may be seen.

James Graton of Spenser in the County of Worcester yeo- } Graton
man Plt. vs. John Wood of Colrain in the County of Hamp- } vs
shire Trader Deft. in a plea of the Case for that the said } Graton
John at said Northampton on the twenty fourth day of } N^o 34
Octob^r Current by his note of that date for value then and
there received promised the said James to pay him or Order
six pounds fifteen Shillings and three pence lawful mo-
ney on demand with lawful Interest for the same till paid
yet the said John the often requested hath never paid the same
nor any part thereof but unjustly neglects and wholly refuses
to do it to the damage of the said James ten pounds. the Plt.
appears by Jonathan Ashley Esq. his Att^r and the said John
the three times publicly called to come into Court doth not
come but makes default of appearance here Therefore it is
considered by the Court that the said James do recover against
the said John six pounds fifteen Shillings and seven pence
of lawful money Damages and Cost of Court taxed at two
pounds five Shillings. And now the said John by William
Billings Esq. his Att^r comes into Court and Appeals from the
Judgment of this Court to the Superior Court of Judicature
next to be holden at Northampton within the County of
Hampshire and for the Counties of Hampshire and Berkshire
on the fourth Tuesday of April next and he Recognizes
with sureties as the Law directs for the said John prosecuting
his said Appeal with effect as by the said Recognizance on file
appears.

Morgan
vs
Wood
No 36 } Lucas Morgan of Springfield in the County of Hampshire
yeoman Plt. vs. John Wood of Colrain in the County of
Horsaid Esq. otherwise called John Wood of Colrain aforesaid
Innkeeper and James Stewart of the same Colrain Gent.
Def. in a plea of the Case for that whereas the said John
and James on the first day of Novemb^r 1777 at Northamp-
ton aforesaid owing and being Indebted to the said Lucas in
the sum of two pounds seven Shillings and four pence of
lawful money according to the account to the Writ annexed
the said John and James in consideration thereof then and
there assumed on themselves and to the said Lucas faithfully
promised to pay him the same sum on demand and whereas
the said Lucas Morgan afterwards on the first day of Novemb^r
aforesaid at Northampton aforesaid at the special Instance
and request of the said John and James sold and delivered
to them divers Goods Wares and Merchandises other than
those mentioned in the account aforesaid the said John and
James in consideration thereof then and there undertook -
and faithfully promised the said Lucas that they would well
and truly pay to him so much money as the Goods Wares
and Merchandises last mentioned at the time of the sale and
delivery thereof were reasonably worth when they should
be thereto required and the said Lucas in fact avers that the
Goods Wares and Merchandises last aforesaid at the time of the
sale and delivery thereof were reasonably worth the further
sum of five pounds seven Shillings and four pence of
like lawful money of which the said John and James af-
terwards to wit the same day and year at Northampton
aforesaid had notice. Yet the said John and James or either
of them tho often requested have not paid the several sums
aforesaid to the said Lucas or any part thereof but unjustly neg-
lect and refuse to do it to the damage of the said Lucas six
pounds. the Parties appear by their respective Att^{ys} viz
the Plt. by Caleb Strong jun^r Gent. his Att^y and the Def^s
by Joseph Hawley Esq. Their Att^{ys} and move that this
action may be continued. And the said parties have a
Day before the Lord the thing here untill the second Tues-
day of February next following said second Tuesday of Novemb^r aforesaid.

Phelps
vs
Billings
No 37 } Noah Phelps of Belcherstown in the County of Hampshire
Husbandman Plt. vs. Joseph Billings of Belcherstown aforesaid
yeoman Def. in a plea of Trespass on the Case for that
whereas the said Joseph on the second day of May last past
at Northampton aforesaid by his note of that date for
value received promised the said Noah to pay him the sum
of eleven pounds fifteen Shillings and ten pence at or
before the first day of Septemb^r then next and if not paid
at that time Interest meaning lawful Interest for the same
sum till paid. - And also for that whereas the said Joseph
on the second day of May aforesaid was Indebted to the said Noah
in the sum of four Shillings and six pence of lawful money
for the like sum of money by him the said Joseph before
that time had and received to the use of the said Noah and

being so Indebted to the said Joseph afterwards to wit the same day and year at Northampton aforesaid in consideration thereof them and thereunderlook and to the said Noah faithfully promised to pay him the said sum of four shillings and six pence whenever after he should be thereto requested. Yet the said Joseph the often requested hath never paid the said sum aforesaid to the said Noah or either of them or any part of either of them but unjustly neglects and refuses to do it to the damage of the said Noah fifteen pounds. The Plt. appears by Caleb Strong junr. Gent. his att. and the said Joseph the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Noah do recover against the said Joseph eleven pounds seven shillings and one penny two farthings of lawful money damages and cost of Court taxed at one pound ten shillings and ten pence and therefore. v.c. is. 20. Janry 1773.

John Rogers of Chesterfield in the County of Hampshire } Rogers
yeoman Plt. vs. Robert Darnon late of Chesterfield aforesaid } Darnon
Gent. Def. in a plea of the Case for that the said Robert at } No 38
Chesterfield aforesaid on the twenty first day of July 1770
by his note of hand for value received promised the said John
to pay him the sum of twenty five pounds lawful money
on the first day of Octob^r 1772 with the lawful Interest till
paid yet the said Robert the often requested hath never paid
the contents of the said note to the said John or any part
thereof but unjustly neglects to do it to the damage of the
said John thirty five pounds. The Plt. appears by Caleb Strong
junr. Gent. his att. and the said Robert the three times pub-
licly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the
Court that the said John do recover against the said Robert
twenty eight pounds nine shillings and five pence of
lawful money damages and cost of suit taxed at one
pound thirteen shillings and four pence and therefore.

William Holt of Palmer in the County of Hampshire } Holt
Gent. Plt. vs. James Loomis of Lanchborough in the County } Loomis
of Berkshire yeoman Def. in a plea of the Case for that } No 40
the said James on the twenty third day of May 1771
at Palmer aforesaid by his Note under his hand of that
date for value received promised the said William to
pay him or order fifty one pounds lawful money
on or before the first day of Octob^r then next with lawful
Interest for the same till paid yet the said James the
that time is elapsed and the often requested hath not
paid the same sum or the Interest of it but he neglects
to do it to the damage of the said William twenty pounds
the Plt. appears by Nathaniel Bliss Esq. his att. and the
said James the three times publicly called to come into
Court doth not come but makes default of appearance
here therefore it is considered by the Court that the
said William do recover against the said James

Scott
vs
Loomis
N^o 10 } James fifty five pounds ten shillings and three pence
of lawful money damages and cost of Court taxed at
two pounds and one shilling and thereof he may
have his execution. Ex. is. 18th Decr 6. 1772

Chapin
vs
Elwell
N^o 11 } Sapheth Chapin of Springfield in the County of Hamp-
shire Gent. Plt. vs. Jabez Elwell of Hardwick in
the County of Worcester yeoman Def. in a plea of the
Case for that the said Jabez at said Springfield on the
ninetieth day of Septemb^r. 1770 by his note under
his hand of that date for value received promised the said
Sapheth to pay him four pounds two shillings and
eight pence lawful money by the first day of Jan^y of
then next following with lawful Interest for the same
till paid yet the said Jabez the that time is elapsed and
the often requested hath not paid the same sum or the
Interest of it but he neglects and refuses to do it to the da-
mage of the said Sapheth nine pounds. the Plt. appears
by Jonathan Bliss Esq. his Att^y and the said Jabez three
times publicly called to come into Court doth not come
but makes default of appearance here therefore it is consid-
ered by the Court that the said Sapheth do recover against
the said Jabez four pounds thirteen shillings and two
pence one farthing of lawful money damages and cost
of suit taxed at one pound sixteen shillings and four
pence and thereof he may have Ex. is. 18th Decr 6. 1772

Merrills
vs
Gomwell
N^o 12 } Daniel Merrills of Hartford in the County of Hartford
and Colony of Connecticut Trader Plt. vs. William Gom-
well of Granville in the County of Hampshire yeoman
Def. in a plea of the Case for that the said William at
said Northampton on the fourth day of Janry last past
by his note under his hand ^{of that date} for value received promised
one John Wright to pay him or order seven pounds
and ten shillings of lawful money by the first day
of Septemb^r. then next with Interest till paid and the
said John then afterwards on the said fourth day of
January aforesaid by his Indorsement under his hand
on the same note ordered the Contents thereof then
wholly due and unpaid to be paid to the Plt. value re-
ceived of all which the said William there afterwards on
the same day had notice and by reason thereof became
liable to pay the same sum with the Interest thereof to
the Plt. according to the tenor of said note and being so
liable he the said William then and there in consider-
ation thereof promised the Plt. to pay him the same
accordingly by the said first day of Septemb^r. aforesaid ac-
cording to the tenor of said note yet the said William at
the that time is elapsed and the often requested hath not
paid the same sum or the Interest of it but he neglects
and refuses to do it to the damage of the said Daniel as

he saith twelve pounds. the Att. appears by Jonathan Bliss Esq. his Att. and the said William the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Daniel do recover against the said William seven pounds seven shillings and three pence of lawful money damages and cost of Court taxed at two pounds six shillings and one penny and therefore. Ex. is. 23. Nov. 1772 270

Daniel Merrills of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Zachariah Warner Junr of Springfield in the County of Hampshire yeoman Def. in a plea of the Case for that the said Zachariah at Springfield aforesaid on the twenty first day of May last past by his Note under his hand for value received promised the said Daniel to pay him four pounds lawful money on demand with Interest meaning lawful Interest for the time till paid. yet the said Zachariah the often requested hath not paid the same sum or the Interest of it but he neglects and refuses to do it to the damage of the said Daniel seven pounds. the Att. appears by Jonathan Bliss Esq. his Att. and the said Zachariah the three times publicly called to come into Court doth not come but makes default of appearance here therefore it is considered by the Court that the said Daniel do recover against the said Zachariah four pounds two shillings and two pence one farthing of lawful money damages and cost of Court taxed at two pounds three shillings and five pence and thereof he may have his Executions. Ex. is. 23. Nov. 1772. (Merrills vs. Warner N^o 11)

Mary Taylor of Suffield in the County of Hampshire Widow Plt. vs. Oliver Taylor of South Hadley in said County yeoman Def. in a plea of the Case for that the said Oliver at South Hadley aforesaid on the twenty sixth day of March 1765 being indebted to the said Mary in the sum of nine pounds and ten shillings lawful money for so much money there before that time had and received by the said Oliver for the said Mary and to her use he the said Oliver in Consideration thereof then and there promised the said Mary to pay her the same sum on demand but the said Oliver the often requested hath not paid the same sum nor any part of it but he neglects and refuses to do it. — (Taylor vs. T^{aylor} N^o 15)

Also for that whereas the said Oliver then afterwards on the same day in Consideration that he the said Oliver there before that time received one other sum of nine pounds and ten shillings of like money to the use of the said Mary advanced on himself and then and there promised the said Mary to pay the said last mentioned sum of nine pounds and ten shillings to one James M. Chute of Enfield for the use and benefit of the said Mary on demand yet the said Oliver the often requested hath not paid the said last mentioned sum either to the said Mary or to the said James M. Chute for her use but he neglects and refuses to do it to the damage of the said Mary sixteen

Taylor
vs
Taylor
N^o 45 } Sixteen pounds. the Plt. appears by Jonathan Bliss Esq.
her att. and the said Oliver the three times publicly called
to come into Court doth not come but makes default of
appearance here therefore it is considered by the Court
that the said Murray do recover against the said Oliver Eight
pounds Eleven Shillings and Eight pence of lawful mo-
ney Damages and Cost of Court taxed at one pound se-
venteen Shillings and two pence and thereof he may
have his Execution. Edm. vs. 18th Decemb^r 1772.

Merrills
vs
Purchase
N^o 46 } Daniel Merrills of Hartford in the County of Hartford
and Colony of Connecticut Trades Plt. vs. Jonathan
Purchase of Springfield in the County of Hampshire
yeoman Deft. in a plea of the Case for that the said
Jonathan on the twenty fourth day of August last at
Springfield aforesaid by his Note in writing under his
hand of that date for value received promised the
Daniel to pay him twenty two pounds Eighteen
Shillings and Seven pence lawful money on demand
with lawful Interest for the same till paid. Yet the
said Jonathan the often requested hath not paid the same
sum or the Interest of it but he neglects and refuses
to do it to the damage of the said Daniel thirty five
pounds. the Plt. appears by Jonathan Bliss Esq. his att.
and the said Jonathan the three times publicly called
to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court
that the said Daniel do recover against the said Jonathan
Twenty three pounds four Shillings and nine pence
of lawful money Damages and Cost of Court taxed
at two pounds five Shillings and Eleven pence
and thereof he may have his Ex. Ex. is. 23rd Nov^r 1772.

Chapin
vs
Hill
N^o 47 } Japheth Chapin of Springfield in the County of Hamp-
shire Gent. Plt. vs. John Hill jun^r of Brookfield in
the County of Worcester yeoman Deft. in a plea of the
Case for that the said John at said Springfield on the
tenth day of Jan^y 1771 by his Note of that date
for value received promised the said Japheth to pay
him sixteen pounds and Eight Shillings meaning
sixteen pounds and Eight Shillings lawful money within
one year from the date above. of said Note with Interest
(meaning lawful Interest for the same) after the ex-
piration of three months from the date of said Note
Yet the said John the the said Term of one year is
long since elapsed and the often requested hath not paid
the same sum or the Interest of it but he neglects and
refuses to do it. Also for that the said John at said Spring-
field afterwards viz. on the Eleventh day of the same
January by his other Note under his hand for value

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ruined promised the said Saphelt to pay him one hundred
and twenty Gallons of good Barbadoes Rum to be delivered
at the new Ware House in Hartford meaning at Hartford in
the County of Hartford and Colony of Connecticut vizt.
in Springfield aforesaid by the last day of June (meaning
June then next) with use meaning Lawful Interest
in fact saith that the Rum aforesaid was then and
there of the value of three Shillings by the Gallon and
that he has ever since the making the promise aforesaid
been ready to receive the same vizt at Hartford in Spring-
field aforesaid. Yet the said John the often requested hath
not paid or delivered the same Rum or any more than
nearly nine Gallons of Rum part thereof and the residue
of the said one hundred and twenty Gallons of Rum
the said John the often requested hath not paid or the
Interest aforesaid but he neglects and refuses to do it
to the damage of the said Saphelt forty pounds. —
the Ptt. appears by Jonathan Bliss Esq. his Att^r and the said
John the three times publicly called to come into Court
doth not come but makes default of appearance here
therefore it is considered by the Court that the said Saphelt
do recover against the said John twenty two pounds thir-
teen Shillings and two pence of lawful money
Damages and Cost of Court taxed at one pound seven-
teen Shillings. After all which the said John by John
Worthington Esq. his Att^r. comes here and appeals from
the Judgment of this Court to the Superior Court
of Judicature to be next to be holden at Northampton
within and for the County of Hampshire on the
~~fourth~~ ^{last} Sunday of April next and he Recognizes with
Sureties as the Law directs for the said John prosecuting
his appeal aforesaid with effect as by the said Recognizance
on file appears.

George Green late of Boston in the County of Suffolk (Green
Merchant. Ptt. vs. Benjamin Leonard Jun^r of Spring-
field in the County of Hampshire yeoman Def. vs. Leonard
a plea of the Case for that the said Benjamin at said ^{us} Leonard
Springfield on the eighteenth day of June last past by his
Note for value received promised the said George to pay
him or Order forty seven pounds sixteen Shillings and
six pence lawful money on demand with lawful Interest
for the same till paid. Yet the said Benjamin the often re-
quested hath not paid the same Sum or the Interest
of it but neglects to do it to the damage of the said George
Twenty pounds. the Ptt. appears by Jonathan Bliss Esq. his
Att^r. and the said Benjamin the three times publicly called
to come into Court doth not come but makes default of
appearance here therefore it is considered by the Court.

Green
vs
Leonard
N^o 48

Court that the said George do recover against the d.
Benjamin forty nine pounds and four pence of
lawful money damages and Cost of Court taxed
at two pounds fifteen Shillings and six pence. And
now the said Benjamin by Thomas Bliss Esq. his Att.
comes here and Appeals from the Judgment of this
Court to the Superior Court of Judicature next to be
holden at Northampton within and for the County of
Hampshire on the ~~fourth~~ ^{first} Tuesday of April next and
he recognises with Sureties as the Law directs for the said
Benjamin prosecuting his Appeal aforesaid with effect
as by the said recognisance on file appears.

Dwight
vs
Libbey
N^o 49

Jonathan Dwight of Springfield in the County of Hamp-
shire Shopkeeper. Plt. vs. Ruben Libbey late of Brim-
field in said County yeoman Dft. in a plea of the
Case for that the said Ruben at said Springfield on the
twenty eighth day of August last by his Note of that
date for value received promised the said Jonathan to
pay him or order forty four Shillings and three pence
two farthings lawful money on demand with lawful
Interest for the same till paid yet the said Ruben tho
often requested hath not paid the same sum or the Inter-
est of it but he unjustly neglects it to the damage of
the said Jonathan six pounds. the Plt. appears by Jonathan
Bliss Esq. his Att. and the said Ruben tho three
times publicly called to come into Court doth not
come but makes default of appearance here therefore
it is considered by the Court that the said Jonathan
do recover against the said Ruben two pounds seven
Shillings and six pence of lawful money damages
and Cost of Court taxed at one pound eighteen Shillings
and ten pence and thereof &c. Execn. i. p. 5th Decemb. 1772

Leonard
vs
Smith
N^o 50

Joseph Leonard jun^r of Springfield in the County of
Hampshire Gent. Plt. vs. Thomas Smith of said Spring-
field yeoman Dft. in a plea of the Case for that whereas
at a place called Windsor in said Springfield on the
twenty fourth day of May 1771 according to the
Custom of Merchants one Alexander Allen drew his
certain Note or Order in writing of that date on the
said Thomas Smith thereby ordering and desiring the
said Thomas Smith to pay to the Plt. the sum of
six pounds seven Shillings and one penny lawful
money which said Note or Order the Plt. afterwards
the same Day at said Springfield shewed to the said
Thomas Smith for acceptance and payment thereof and
the said Thomas then and there (according to the Cu-
stom of Merchants) by a certain Indorsement on the

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Both of the same note or Order with his own proper hand
thereto subscribed accepted the same note or Order and pro-
mised the Ptt. to pay him the Contents thereof on demand
and by reason of the promises the said Thomas Smith became
liable and is liable to pay the Contents of the same Note
or Order to the Ptt. according to the Usage and Customs
of Merchants and being so liable in Consideration thereof said
Thomas then and there promised the Ptt. to pay him
the same Sum on demand yet said Thomas tho' often
thereto requested hath never paid the Contents of said Note
or Order or any penny thereof to the Ptt. but unjustly
neglects it to the damage of the said Joseph nine pounds.
the Ptt. appears by Justice Ely Gent. his att. and the said Tho-
mas tho' three times publicly called to come into Court doth
not come but makes default of appearance here therefore
it is considered by the Court that the said Joseph do recover
against the said Thomas six pounds sixteen shillings
and one penny of lawful money Damages and Costs of
suit taxed at one pound sixteen shillings and ten pence
and thereof he may have his Exem. Ex. 15. 18th. Jan. 1773. —

Roger Newberry of Windsor in the County of Hartford (Newberry
and Colony of Connecticut Esq. Ptt. vs. Simson Orutt vs
late of Stafford in said County of Hartford yeoman Def. Orutt
is a plea of the Case for that said Simson at N. North-
ampton on the last day of July last past being justly In-
debted to the Ptt. the Sum of six pounds Lawfull mo-
ney to balance Book Accounts according to the Aut. an-
nexed to the Writ in Consideration thereof said Simson
then and there promised the Ptt. to pay him the same
Sum on demand. Also for that whereas the same Day
and year at said Northampton the said Simson was
justly Indebted to the Ptt. in one other Sum besides
that in the Aut. annexed to the Writ, of six pounds nine
shillings for the like Sum of money laid out and ex-
pended by the said Roger before that time at the special
Instance and request of the said Simson for and to the
use of the said Simson, and being so Indebted in Con-
sideration thereof the said Simson then and there pro-
mised the Ptt. to pay him the last mentioned Sum on
demand. Also for that whereas at said Northampton
the same Day and year in Consideration that the said
Roger had before that time done and performed certain
Labour and Services for him the said Simson at his
special Instance and request he the said Simson then
and there promised said Roger to pay him for the same
Labour and Services so much money as the said Roger
reasonably deserved to have from the said Simson for the
same Labour and Services whenever after he should be
thereto required and the said Roger in fact saith that
he reasonably deserved to have of the said Simson for the
said Labour and Services the further Sum of six pounds and

Newberry
vs
Driott
No 51
and nine shillings of which the said Simon then-
and there had notice from the said Roger. Yet said
Simon the often thereto requested hath never paid either
of said sums or any munny of either of them to the P^{lt}.
excepting only nine shillings being part of the last men-
tioned sum, but he hitherto hath and still doth neglect
and refuse to do it to the damage of the said Roger
seven pounds. the P^{lt} appears by Justin & by Gent. his
att^r and the said Simon the three times publickly called
to come into Court doth not come but makes default
of appearance here therefore it is considered by the Court
that the said Roger do recover against the said Simon
six pounds of lawful money Damages and Cost of Court
taxed at two pounds two shillings and eight pence and
thereof he may have his Execution. Ex. is? 15th Decemb^r 1772.

Day, Esq.
vs
Ely &c
No 52
Benjamin Day of Springfield in the County of Hampshire
Esq. P^{lt}. vs. Nathaniel Ely the third of said Springfield
yeoman and William Campbell of Southwiche in the
same County yeoman Def^t. in a plea of the Case for that
said Nathaniel and William at said Springfield on the twenty
second day of Novemb^r 1769 by their Note under
their hands of that date for value there received jointly
and severally promised the said Benjamin to pay him
the sum of forty four pounds Eleven shillings and six
pence by the first day of July then next with Interest
from the first day of March then next untill paid. Yet
said Nathaniel and William nor either of them have
never paid said sum or Interest or any munny thereof
to the P^{lt}. (tho the time of payment is long since past)
but they and each of them hitherto have and still do
neglect and refuse to do it to the Damage of the said
Benjamin forty six pounds. the P^{lt} appears by Justin
& by Gent. his att^r and the said Nathaniel and William
the three times publickly called to come into Court do
not come but make default of appearance here there-
fore it is considered by the Court that the said Benjamin
do recover against the said Nathaniel and William thirty six
pounds fourteen shillings and one penny of lawful mo-
ney Damages and Cost of Court taxed at one pound nine
teen shillings and nine pence and thereof he may
have his Execution. Ex. is? 18th Jan^y 1773.

Ely
vs
Sherman
No 53
Samuel Ely of Springfield in the County of Hampshire
yeoman P^{lt}. vs. John Sherman of Brimfield in said
County yeoman Def^t. in a plea of the Case for that
John at said Brimfield on the nineteenth day of August
last past by his note of that date for value there receiv^d
promised the said Samuel to pay him fifteen pounds
on demand with Interest till paid. Yet said John the

often thereto requested hath never paid said sum or Interest
or any penny thereof to the Plt. but unjustly neglects it to
the damage of the said Samuel twenty pounds. the Plt. appears
by Justin Ely Gent. his att. and the said John the three times
publicly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the Court
that the said Samuel do recover against the said John fifteen
pounds four shillings and three pence two farthings of law
ful money damages and cost of Court taxed at one pound
Eighteen Shillings and ten pence and thereof he may have
his execution. Exem. Is. 15th Decemb^r 1772.

George Brook of Springfield in the County of Hampshire Gent. (Plaintiff)
vs. Josiah Gladens of Springfield also said yeoman Def. (Defendant)
in a plea of the Case for that said Josiah at said Springfield on the Flowers
twentieth day of Feby. 1771 by his note of that date for value
but there received promised the said George to pay him five
pounds ten shillings lawful money on demand with use
meaning lawful Interest till paid. yet said Josiah the often
thereto requested hath never paid said sum or Interest or any
penny thereof to the Plt. but unjustly neglects it to the da
mage of the said George eight pounds. the Plt. appears by
Justin Ely Gent. his att. and the said Josiah the three times
publicly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the Court
that the said George do recover against the said Josiah
Six pounds one Shilling and six pence of lawful money
damages and cost of Court taxed at one pound sixteen
Shillings and ten pence. And now the said Josiah by Samuel
Fowler Gent. his att. comes here and appeals from the judg
ment of this Court to the Superior Court of Judicature
next to be holden at Northampton on the ~~fourth~~ ^{first} Tuesdays
of April next and he recognises with sureties as the Court
directs for the said Josiah prosecuting his said appeal with
effect as by the said recognizance on file may be seen.

Moses Dwyer of Westfield in the County of Hampshire Gent. (Plaintiff)
and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of (Dwyer vs Leonard)
the same County, Plt. vs. Elijah Leonard of Springfield in
said County yeoman Def. in a plea of the Case for that (N^o 55)
said Elijah at said Springfield on the twenty fifth day of Au
gust last past by his note of that date for value there received
promised the said Moses to pay him six pounds twelve
shillings on demand yet said Elijah the often thereto re
quested hath never paid said sum or any penny thereof to
the Plt. but unjustly neglects it to the damage of the said
Moses seven pounds. the Plt. appears by Justin Ely Gent.
his att. and the said Elijah the three times publicly called
to come into Court doth not come but makes default of
appearance here therefore it is considered by the Court that
the said Moses do recover against the said Elijah two pounds
three shillings and ten pence of lawful money damages
and cost of Suit taxed at one pound sixteen Shillings and
three pence and thereof he may have Ex. Is. 15th Decemb^r 1772.

Morton
vs
Adams
N^o 56 } Joseph Morton of Amburst in the County of Hampshire
yeoman Plt. vs. John Adams of Amburstth aforesaid yeo-
man Deft. in a plea of the Case for that said John at said
Amburst on the twenty fifth day of March 1772 by his
note of that date for value received promised said Joseph
to pay him or his Order Eighteen pounds lawful mo-
ney within six months from said date with lawful
Interest for the same till paid. Yet said John tho
often requested hath never paid the same or any part thereof
but neglects it to the damage of the said Joseph twenty
five pounds. The Plt. appears by Simon Strong Esq. his
Att^r and the said John tho three times publicly called
to come into Court doth not come but makes Default
of appearance here therefore it is considered by the Court
that the said Joseph do recover against the said John Eight-
teen pounds thirteen Shillings and nine pence of law-
ful money Damages and Cost of Court taxed at one
pound Eleven Shillings and ten pence. After all which
the said John by William Billings Esq. his Att^r comes
here and Appeals from the Judgement of this Court to
the Superiour Court of Judicature to next to be holden
at Northampton within and for the County of Hamp-
shire on the ~~fourth~~ Tuesday of April next and he Recog-
nizes with Sureties as the Law directs for the said John's
prosecuting his said Appeal with effect as by the said Rec-
ognizance on file may be seen.

Hunt
vs
Buck
N^o 57 } James Hunt of Hatfield in the County of Hampshire
yeoman Plt. vs. Henry Buck lately of Molland in the
County of Worcester yeoman Deft. in a plea of the Case
for that said Henry at said Hatfield on the Eleventh-
day of July 1772 by his note of that date for value
received promised said James to pay him or his Order
the sum of five pounds six Shillings lawful money
on demand with lawful Interest for the same till paid
yet said Henry tho often requested hath never paid the
same or any part thereof but neglects it to the damage
of the said James Eight pounds. The Plt. appears by Sim-
on Strong Esq. his Att^r and the said Henry tho three
times publicly called to come into Court doth not come
but makes default of appearance here therefore it is con-
sidered by the Court that the said James do recover against
the said Henry five pounds Eight Shillings and six
pence of lawful money Damages and Cost of Court taxed
at one pound fourteen Shillings and six pence and thereof
he may have his Exon. Ex. in. 20th March 1773. —

Page
vs
Warren
N^o 58 } Nathaniel Page of Hardwiche in the County of Worcester
yeoman Plt. vs. William Warren of Conway in the
County of Hampshire yeoman Deft. in a plea of the

Case for that said William at said Northampton on the twenty third day of January 1772 by his note for value received promised one Lot Whitecomb to pay him or his order the sum of thirteen pounds nineteen shillings and one penny lawful money within eight months from the date of said note with lawful Interest for the same till paid and afterwards to wit on the first day of September last past the said Lot by his Indorsement in writing on the same note with his own hand Subscribed ordered the Contents of said note then wholly due and unpaid to be paid to the said Nathaniel for value received to wit at Northampton aforesaid whereof the said William then and there had Notice and so became liable in Law to pay said Contents to said Nathaniel according to the tenor of the same note and of the Indorsement thereof and then and there in Consideration thereof promised said Nathaniel to pay him the same accordingly yet said William the often requested hath never paid the same or any part thereof but neglects to do it to the damage of the said Nathaniel Sixteen pounds. the P^t. appears by Simm on Strong Esq. his Att^r. and the said William the three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Nathaniel do recover against the said William fourteen pounds twelve shillings and five pence of lawful money Damages and Cost of Court taxed at two pounds. After all which the said William by Jonathan Ashley Esq. his Att^r. comes here and Appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Northampton within and for the County of Hampshire on the ~~fourth~~ ^{fourth} Tuesday of April next and he recognises with Sureties as the Law directs for the said Williams prosecuting his appeal aforesaid with effect as by the said Recognizance on file may be seen.

John Nash Jun^r. of Amburst in the County of Hampshire (Vash
vs
Thomas White the Son of Southadley
in said County of Hampshire Def^t. in a plea of the Case for that
said Thomas at said Amburst on the nineteenth day of June
1772. by his note for value received promised said John
to pay him Twenty pounds Six shillings and seven pence
lawful money on demand with lawful Interest for the
same till paid, yet said Thomas the often requested hath never paid the same or any part thereof but neglects it to the
damage of the said John Twenty pounds. the P^t. appears
by Simmon Strong Esq. his Att^r. and the said Thomas the three
times publicly called to come into Court doth not come but
makes default of appearance here therefore it is Considered by
the Court that the said John do recover against the said Thomas
Twenty pounds fourteen shillings and ten pence
one farthing of lawful money damages and Cost of Court
taxed at one pound ten shillings and seven pence. And
now the said Thomas by Jonathan Bliss Esq. his Att^r. comes
here and Appeals from the Judgment of this Court to the

Nash
vs
White
No 59 } Superior Court of Judicature & next to be holden at North-
ampton within and for the County of Hampshire on the
~~first~~ Tuesday of April next and he sheweth with certifi-
cates as the law directs for the said Thomas prosecuting his
said Appeal with effect as by the said shewance on file appears

Billings
vs
Perkins
No 60 } Samuel Billings Junr of Hardwiche in the County of
Worcester yeoman Plt. vs. Nathan Perkins late of Am-
herst in the County of Hampshire yeoman Deft. in
a plea of the Case for that said Nathan at said Amherst on
the third day of July 1771 by his note of that date for
value received promised said Samuel to pay him twelve
pounds nine shillings and four pence lawful money
on demand with lawful Interest for the same till paid
yet said Nathan the often requested hath never paid the same
or any part thereof but neglects it to the damage of the
said Samuel thirteen pounds. the Plt. appears by Simon
Strong Esq. his att. and the said Nathan the three times
publicly called to come into Court doth not come but
makes default of appearance here therefore it is considered
by the Court that the said Samuel do recover against the
said Nathan five pounds fourteen shillings and three
pence of lawful money damages and Cost of Court taxed
at one pound seventeen shillings and ten pence and thereof &c

Gibbs
vs
Mr. Gluer
No 61 } Thesia Gibbs of Greenwich in the County of Hampshire
Spinster Plt. vs. Samuel Mr. Gluer yeoman and Joseph
Mr. Gluer yeoman both of said Greenwich Defs. in a plea
of the Case for that said Samuel and Joseph at said Green-
wich on the twenty first day of August 1772 by their
note for value received promised said Thesia to pay
her at the house of John Gibbs in said Greenwich the
sum of eight pounds sixteen shillings and one penny
lawful money within one month from the date of
the same Note yet said Samuel and Joseph or either
of them the often requested hath never paid the same
or any part thereof but both and each of them have
always refused and still refuse to do it altho said Thesia
says she was always ready at said place of payment to
receive the same the not performing of which promise
is to the damage of the said Thesia nine pounds. the Plt.
appears by Simon Strong Esq. her att. and the said Samuel
and Joseph the three times publicly called to come into Court
do not come but make default of appearance here therefore
it is considered by the Court that the said Thesia do recover
against the said Samuel and Joseph six pounds six shil-
lings and three pence of lawful money damages and Cost
of Court taxed at one pound nineteen shillings and two
pence And now after all this the said Samuel and Jo-
seph by Joseph Hawley Esq. their att. come here and Appeal
from the Judgment of this Court to the Superior Court
of Judicature &c next to be holden at Northampton with

within and for the County of Hampshire on the ^{24th} 27⁵
day of April next and he recognises with sureties as the
Law directs for the said Samuel and Joseph prosecuting
their said Appeal with effect as by the said recognisance
on file may be seen.

Jeremiah Powers of Greenwich in the County of Hamp (Powers
shire Gent. Plt. vs. Josiah Powers of Greenwich aforesaid) vs
Gent. Def. in a plea of the Case for that whereas one Pat- Powers
ter Muspel of Northampton aforesaid on the tenth day of Feb^y 1779 made his certain note in writing com- No 62
monly called a promissory Note, subscribed with his own
proper hand bearing date the same day and year last
aforesaid and by the same note promised to pay the a-
foresaid Josiah or his order fourteen pounds thirteen
shillings and four pence on demand with Interest for
the same till paid for value received, and afterwards
viz. on the eighth day of May then next at Northamp-
ton aforesaid the said Josiah the contents of said note
being wholly unpaid him by his certain Indorsement with
his proper hand Indorsed upon that note ordered and
appointed the contents of the same note to be paid to
said Jeremiah for value received, and the said Jeremiah
avows that after the Indorsement and appointment aforesaid
so as aforesaid made viz. on the same eighth day of May
at Northampton aforesaid he did shew the note aforesaid and
the Indorsement aforesaid upon the same made to the
aforesaid Patter Muspel and then and there requested the
aforesaid Patter Muspel to pay the contents of said note
according to the tenor and effect of the same note and the
Indorsement aforesaid to said Jeremiah. Yet the aforesaid Patter
Muspel hath not paid the said contents of the note aforesaid
or any part thereof to said Jeremiah but hath hitherto al-
together refused and yet does refuse to pay him the same
or any part thereof whereupon the same Jeremiah afterwards
viz. on the same eighth day of May at Northampton aforesaid
gave notice thereof to said Josiah by reason of which said
premises the aforesaid Josiah became liable and yet is liable
to pay to the same Jeremiah the same contents of said note
and being so liable the said Josiah in consideration thereof
afterwards viz. the same day and year and place last aforesaid
undertook and to the same Jeremiah then and there faith-
fully promised to pay him the same on demand. Yet
said Josiah the aforesaid requested hath never paid the same
or any part thereof but unjustly neglects it to the damage
of the said Jeremiah twenty pounds. The Plt. appears by Simon
Strong Esq. his att. and the said Josiah by Joseph Hawley Esq.
his att. comes and defends the force &c and says that he never
promised the above named Jeremiah in manner and
form as in the foregoing writ against him is alleged
and thereof puts himself on the Country, and the said
Jeremiah likewise answers the said Jeremiah by his att.

Powers } Attorney aforesaid comes and prays leave to discontinue
vs } his suit, paying Costs, and it is granted him
Powers } ^{the Court that the said Plaintiff do pay the Costs of the Defendant his}
No 62. } Cost taxed at One pound ten Shillings and two pence
and thereof the said Josiah the Def. may have his Excon.
Ex. is. 16th Novemb. 1772. —

Stibbins } Benjamin Stibbins Junr. of Springfield in the County
vs } of Hampshire yeoman Exor of the last Will and
Hancock } Testament of Francis Stibbins of said Springfield yeoman
No 63 } Edward Pitt. vs. John Hancock yeoman and Daniel
Hancock yeoman both of Springfield aforesaid Defs. in
a plea of the Case for that said John and Daniel at said
Springfield on the Eighth day of August 1769 by their
promissory Note in Writing under their hands of that
date for value received promised said Francis (then living)
to pay him or Order thirty eight pounds nine Shillings
and eight pence lawful money on demand with law-
ful Interest for the same till paid. Yet said John and
Daniel tho often requested never paid the same to the s.
Francis while he lived nor have they or either of them
paid the same to said Benjamin since said Testator's death
but they unjustly neglect to do it to the damage of
the said Benjamin in said Capacity fifty pounds. the
Ptt. appears by John Worthington Esq. his Att. and the said
John and Daniel tho three times publicly called to come
into Court do not come but make default of appear-
ance here therefore it is considered by the Court that
the said Benjamin ^{the Exor} do sue against the said John
and Daniel twenty two pounds nineteen Shillings
and seven pence one farthing of lawful money Dam-
ages and Cost of Court taxed at One pound nine-
teen Shillings and thereof he may have his Excon.
Excon. Is. 4th Decemb. 1772. —

Fitch } John Fitch of Hatfield in the County of Hampshire
vs } yeoman Ptt. vs. Abimael Easton of Westfield in the
Easton } County aforesaid yeoman Def. in a plea of the Case
No 64 } for that the said Abimael at said Hatfield on the twentieth
day of March last past by his Note in writing under
his hand of that date for value received promised the s.
John to pay him the Sum of four pounds fifteen Shil-
lings and seven pence lawful money on demand with
the lawful Interest for the same till paid Yet the said
Abimael tho often requested hath never paid the said John
the same or any penny thereof but unjustly refuses and
neglects to pay him the same to the damage of the
said John as he saith the Sum of eight pounds. —
the Ptt. appears by Samuel Fowler Gent his Att. and
the said Abimael tho often requested three times pub-
licly called to come into Court doth not come but make

makes default of appearance here: therefore it is considered
by the Court that the said John do recover against the said
Abimael four pounds nineteen Shillings and six pence
two farthings of lawful money Damages and Cost of
Court taxed at One pound Eleven Shillings and four pence
and thereof he may have his Execut. *Ex. is. Novemb. 9th 1773*

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The foregoing Judgments &c were made and entered
up in manner aforesaid And the said Court was then
adjourned without Day ~

Att^r W^m Williams Clerk.











